



# THE ADVOCATE

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# HANDLING REPORTS OF MISCONDUCT

Recently, our office has received several inquiries asking for advice on how to begin investigating employee concerns and other notifications of potential misconduct. This article will provide some best tips and practices for handling each situation at the onset but will not address moving into the disciplinary process. To start, it must be noted that each individual situation is factually distinct and requires its own response and, as such, there are no universally applicable responses. What follows is a short guide about how to intake, categorize, and prepare to respond to concerns of misconduct.

When a report is made, regardless of form, it's important to act quickly. First, note that any time an individual with supervisory authority becomes aware of a concern or complaint, regardless of its form, it must be addressed. To do otherwise runs the risk of creating liability for the district by providing the argument that the district was on notice but failed to respond. After the report is made, whomever responds should identify the relevant parties, witnesses, and documentation as best possible. The goal during the initial report should be to get as much detail as is possible. If a concern comes in a written form, meet with the individual who submitted the form to discern any further details. If a form is submitted anonymously, you must work with the detail you have. After meeting with the reporter, follow up with an email summarizing the basis of the conversation and thank the individual for bringing it to your attention. Do not make any promises about next steps or potential outcomes, as those decisions should not be made until the district has reviewed the situation in detail.

After gathering the relevant data, you need to identify the nature of the complaint.

Analyze the report to see if it concerns conduct that affects a protected class including race, age, gender, sex, religion, sexual orientation, gender identify, genetics, disability, immigration or citizenship status, color, marital status, pregnancy, or veteran status. Also check to see who the parties are and discern whether something else like DASA applies. If so, then the issue should be referred to the district civil rights compliance officer, DASA coordinator, or Title IX coordinator so that they can handle the process through the appropriate investigatory process. If the concern does not fall within this spectrum, then it can be handled outside of those structures.

After identifying the relevant parties and the potential legal issues, it's time to investigate. Every employee concern should be investigated at some level, but how deep and extensive the investigation depends on the concerns raised and the situation as a whole. An investigation does not always mean a lengthy multi-day process, and often is nothing more complex than meeting with the parties involved to get each side of a story. No matter what, some level of investigation is required as the district will need to show that they took steps to discern what happened. This process should be documented in some form, either as formal written notes or emails to individuals following up a conversation. If videos, documents, or photographs are reviewed then they should be maintained in a permanent form. Note that throughout this process, any employee who may reasonably believe that discipline may occur as a result of the conversation is entitled to some level of representation.

At this point, you will be prepared to respond to the report. While this article does not go into the disciplinary process, there are a few things to consider before moving forward. First, gather all your evidence and think about what you have documented and what you can prove. If you can't prove the alleged misconduct then it will be difficult to discipline, as employees often have some level of review or protection

that can be found either in the civil service law, the education law, or the collective bargaining agreement. Each forum has different burdens to meet and regulations to follow, so familiarity with each process will guide how you can move forward. It is also important to consider whether any formal response is necessary, or if the response can be as simple as a redirection from a supervisor that is followed up in written form. Finally, consider how you have treated similar behavior in the past. Consistency is often the key to upholding disciplinary decisions and should only be veered from for substantive reasons which can be adequately explained.

While not exhaustive, the above article provides a framework which you can use to intake and begin the process of investigating and addressing employee concerns. If you have any questions about the above, or how the specific facts of your situation should be addressed, please don't hesitate to reach out to our office.

## FMLA GUIDANCE



The Family and Medical Leave Act of 1993 (FMLA) provides up to 12 weeks of unpaid leave for certain covered employees to use in qualifying circumstances. The FMLA was enacted to protect workers from being terminated if they needed to take time to care for themselves or a qualifying dependent for up to 12 weeks. This article is intended to address common issues that arise with respect to the use of unpaid FMLA leave and paid leave benefits an employee may have under a Collective Bargaining Agreement (CBA). We will discuss what notice employers are required to provide to employees regarding their rights when requesting FMLA leave and how the timing of that notice could impact when FMLA leave begins. Finally, we will also discuss the latitude an employer has

to discipline or even discharge an employee who is out on, or returns from, FMLA.

### Paid and Unpaid Leave

The FMLA only requires an employer provide unpaid leave. Questions can arise as to when an employee who has paid leave under the terms of their collective bargaining agreement can or must use that paid leave while on unpaid FMLA leave. The regulations permit an employer to require an employee to use accrued paid vacation leave, paid sick or family leave for some or all of the FMLA leave period. Many school districts have accomplished this already by having a board policy that requires employees to take their paid leave concurrently with the unpaid leave. This prevents an employee from extending the 12 weeks of leave by tacking paid leave onto the beginning or the end of the FMLA leave. Without a board policy, your district should provide employees with written notice that they must use their applicable paid leave while taking FMLA leave by including this requirement in your Employee Handbook, but recognize you may have to negotiate this topic with your unions if a past practice in your favor does not exist.

### Notice Requirements for Employers

The US Department of Labor guidance states that an employer must give notice that FMLA leave will be granted or denied within 5 business days of the initial request for leave or *when the employer acquires knowledge* that an employee leave may be for a FMLA-qualifying reason. Thus, if the District knew the leave qualified under the FMLA and did not provide notice, then the employee would still have their full 12 weeks of FMLA leave available.

In order to avoid inadvertently delaying the start of FMLA leave once the employer acquires knowledge that the leave may be covered under FMLA, the employer must advise the employee within 5 days that FMLA leave has been approved or

disapproved. The notice should also restate the employer policy regarding the requirement to take applicable paid leave concurrently with the unpaid leave. In addition, it should also advise the employee of any contributions they may be required to make in lieu of payroll deductions in order to maintain benefits during the unpaid leave.

Additionally, every employer covered by the FMLA is required to post and keep posted on its premises, in conspicuous places where employees are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division. An employer that willfully violates this posting requirement may be subject to a civil money penalty for each separate offense. Finally, employers must include this general notice in employee handbooks or other written guidance to employees concerning benefits, or, if no such materials exist, must distribute a copy of the notice to each new employee upon hiring.

### Terminating an Employee on FMLA

As we have stated throughout this article, the FMLA provides job-protected leave benefits. This generally means that when an employee qualifies for and takes FMLA leave, his or her job (or an equivalent) must be available to return to at the end of the leave period. In addition, the FMLA also has an anti-retaliation provision. Employers cannot fire employees for requesting or taking FMLA leave.

Notwithstanding, employers do have the right to proceed with an employee termination that is unrelated to the employee's FMLA leave and would have happened if the leave had not been taken. For example, if the employee already meets the same requirements that would have resulted in termination before the

leave, the termination can proceed even if the employee is on FMLA leave. Basis for termination include documented poor performance, disciplinary problems, fraud, noncompliance with job requirements, misconduct, etc. Note, however, that the problems should have been documented before the leave began, if they were known.

Also, if an employee is subject to being laid off or downsized and would have been subject to such regardless of whether he or she was taking a leave of absence, the employer can proceed as planned.

Although it's possible to terminate employees even when on leave, there are some situations that may raise suspicions that the termination was retaliatory, inappropriate, or intended to dissuade others from taking FMLA leave. For example, firing an employee for having too many absences is risky, especially if it is now known the employee has an FMLA-qualifying reason to be on leave. Before proceeding, it should be assessed whether any of the previous absences should have been attributed to FMLA.

Be wary if termination discussions had not yet started before an employee took leave. While this may be permissible in some limited instances, it can make it more difficult to prove that the leave had no bearing on the decision if the termination was not even under discussion before the employee took leave but was completed while he or she was away.

In short, as long as the reason for the termination can demonstrably be shown to be nondiscriminatory and unrelated to taking FMLA, the employer likely can proceed. These scenarios are best reviewed with your Labor Relations Specialist and handled carefully. Documentation of the facts is always critical in terminations but perhaps especially so in these cases.

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	AVG.
BOCES	2.25	2.25	2.50	2.70	2.75	2.80	2.80	1.99	1.99			2.45
Auburn	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85				2.64
Cato-Meridian	2.00	2.70	2.60	2.50	2.85	2.85	2.70	3.50	3.25	3.00		2.80
Jordan-Elbridge	2.50	2.50	2.50	2.80	2.80	2.80	2.80	4.00	4.00	4.00		3.07
Moravia	2.50	2.50	2.50	2.90	2.85	2.80	2.80	2.80	2.80			2.71
Port Byron	2.00	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88	3.75 +\$600.	3.75	2.77
Skaneateles	2.50	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60			3.08
So. Cayuga	2.25	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900				2.63
Union Springs	2.00	2.50	2.50	2.50	2.75	2.80	2.85	2.85	2.88	2.99		2.66
Weedsport	2.00	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00			2.67
	<b>2.23</b>	<b>2.49</b>	<b>2.58</b>	<b>2.74</b>	<b>2.79</b>	<b>2.83</b>	<b>2.88</b>	<b>3.05</b>	<b>3.09</b>	<b>3.33</b>	<b>3.75</b>	
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00				2.86
Deposit	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	2.80	2.95	2.95	2.95	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96	3.15
Owego-Apal.	2.00	2.95	2.85	2.75	3.00	3.50	3.00	3.00				2.82
Union-Endicott	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00				3.01
Vestal	2.95	2.95	2.95	3.00	3.00	3.00	3.00	3.00	3.15	3.20		3.02
Whitney Point	2.20	2.50	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00		2.80
	<b>2.56</b>	<b>2.81</b>	<b>2.86</b>	<b>2.86</b>	<b>3.07</b>	<b>3.10</b>	<b>3.02</b>	<b>3.32</b>	<b>3.04</b>	<b>3.05</b>	<b>2.96</b>	
DELAWARE-CHENANGO-MADISON-OTSEGO BOCES												
Sidney	3.00	3.00	3.20	4.00	4.00	4.00	4.00	3.00				3.60
OSWEGO BOCES												
Hannibal	2.20	2.20	2.20	2.75	3.00	3.00	3.00	3.00	3.00	3.00	3.00	2.76
TOMPKINS-SENECA-TIOGA BOCES												
Candor	1.5 + \$1000	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step	1.25	2.0 + \$45/step	2.0 + \$45/step	3.50		2.65
Dryden	3.00	3.00	3.05	3.13	4.42	4.25	4.14	3.31				3.54
Groton	2.60	2.70	2.70	6.00	6.00	3.00	3.00	3.00	3.50			3.61
Lansing	3.00	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50		3.22
Newfield	3.50	2.75	2.50	3.25	3.00	3.25	3.00	3.00	3.75	4.00	4.25	3.20
South Seneca	2.45	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50			3.02
Trumansburg	3.00	2.50	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00		3.28
	<b>2.79</b>	<b>2.49</b>	<b>3.11</b>	<b>3.72</b>	<b>3.72</b>	<b>3.60</b>	<b>3.40</b>	<b>3.30</b>	<b>3.60</b>	<b>3.75</b>	<b>4.25</b>	

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

### WAYNE - FINGER LAKES BOCES

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	AVG.
Clyde-Savannah	2.25	2.25	3.50	3.25	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25	3.06
Dundee	3.00	3.30	3.40	2.50	4.00	3.25	3.25	2.75	2.75	2.75	2.75	3.06
Gananda	2.75	3.00	3.00	3.20	3.10	3.20	3.40					3.09
Geneva	2.00	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70			2.80
Gorham-Middlesex	2.50	2.50	3.00	3.00	3.00	3.00						2.83
Honeoye	2.75	2.75	2.90	3.30	3.30	3.35	3.45	3.60	3.60	3.50	3.40	3.25
Lyons	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	*5.10	3.60	3.60	3.60	3.74
Manchester-Shortsville	2.00	2.50	3.00	2.50	2.50	2.50	4.50	4.50	4.00	4.00		3.20
Naples	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25	3.50	3.50		3.04
Newark	2.50	3.00	3.00	3.00	3.25	3.10	3.20	3.30	3.30	3.30	3.30	3.10
Palmyra-Macedon	2.50	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50		3.03
Penn Yan	2.00	2.00	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125			2.61
Phelps-CI Springs	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90			2.94
Romulus	1.50	5.00	3.00	3.00	3.00	2.75	2.75	2.75	3.75	3.75		3.13
Seneca Falls	2.00	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200			2.66
Sodus	2.20	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00			2.98
		* 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						
Waterloo	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25				2.90
Wayne	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00				3.00
Williamson	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15				2.88
	<b>2.26</b>	<b>2.79</b>	<b>3.06</b>	<b>2.93</b>	<b>3.05</b>	<b>3.08</b>	<b>3.23</b>	<b>3.33</b>	<b>3.38</b>	<b>3.46</b>	<b>3.36</b>	

\* Lyons: 2019-20 and 2020-21 + \$1,000 at 21 years; 2021-22 all unit members received an extra assignment

Denotes Current Contract  
Denotes Previous Contract

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

<b>CAYUGA-ONONDAGA BOCES</b>												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
<b>BOCES</b>												
Aides (CSEA)	2.50	2.50	2.50	2.70	2.75	2.80	1.99	1.99	1.99			2.41
Non-Instructional	2.50	2.50	2.70	2.75	2.80	2.80	1.99	1.99	1.99			2.50
<b>Auburn</b>												
Aides/Clerical (NYSUT)	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75			2.65
Bus Drivers (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Cust/Maint. (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Nurses (SEIU)	2.50	2.50	2.50	2.50	2.50	2.50	2.50					2.50
<b>Cato-Meridian</b>												
Aides/Ass'ts (SEIU)	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr	7.00	3.00	3.00			4.33
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
Cust./Maint. (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
<b>Jordan-Elbridge</b>												
Aides/Clerical(SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0					2.66
Bus Drivers	2.00	2.50	2.50	2.50	3.00	3.00	3.00					2.64
Cust./Maint (SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0					2.66
Cafeteria (SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0					2.66
Transportation	1.00	2.75	2.75	2.75	3.00	3.00	3.00					2.50
<b>Moravia</b>												
								On 1/1/22 add \$1.40/hr				
Aides/Ass't (CSEA)	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
CSEA	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
<b>Port Byron</b>												
Aides (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
Cust./Maint. (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Nurse (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Clerical (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
<b>Skaneateles</b>												
Aides (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Tchr Ass't (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Cust./Maint (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Nurses (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Clerical (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
<b>So. Cayuga</b>												
Aides (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Tchr. Ass't (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Bus Drivers (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Bus Mech (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cust./Maint (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cafeteria (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

<b>CAYUGA-ONONDAGA BOCES cont'd</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>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>Avg.</b>	
<b>So. Cayuga cont'd</b>													
Nurses (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13	
Clerical (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13	
<b>Union Springs</b>													
Aides (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
Tchr. Ass'ts (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
Bus Drivers (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Bus Mech (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Cust/Maint. (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Cafeteria (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Nurses (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
Clerical (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
			* @ % + \$250										
<b>Weedsport</b>													
Aides (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75	
Bus Drivers (CSEA)	2.50	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.83	
		*Bus drivers @ % + 30¢											
Bus Mech (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.75	
Cust/Maint. (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75	
Nurses, Clerical													
<b>C-O BOCES Avg.</b>	<b>2.34</b>	<b>2.43</b>	<b>2.61</b>	<b>2.73</b>	<b>2.84</b>	<b>2.83</b>	<b>3.26</b>	<b>2.96</b>	<b>3.06</b>	<b>3.00</b>			
<b>BROOME-TIOGA BOCES</b>													
<b>Chenango Valley</b>													
Non-Instruct. (NYSUT)	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr	3.0 or \$1/hr	3.0 or 70¢/hr	3.0 or 70¢/hr			2.98	
<b>Deposit</b>													
CSEA	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr					3.20	
<b>Maine-Endwell</b>													
Cust./Maint.	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr								
Supp Staff	3.15	\$1150-\$1375	\$950-\$1225	\$850-\$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr		3.15	
Transp	\$800	\$910-\$1625	\$860-\$1525	\$810-\$1425	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr			3.25	
<b>Owego-Apalachin</b>													
NYSUT	2.50	2.50	2.50	2.85	2.85	2.85						2.68	
<b>Union Endicott</b>													
Cafe. Workers	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00					2.96	
Cent Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97	
Comp & Tech	2.70	2.70		3.00	3.00	3.00	3.00					2.97	
Dist Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97	
Maint. Workers	2.70	2.70	3.40	5.00	3.00	2.00	2.00					2.74	
School Aides	2.70	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00		4.21	

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	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)	2.50	2.50	3.00	3.00	3.00	3.00						2.83
<b>B-T BOCES Avg</b>	<b>2.75</b>	<b>2.73</b>	<b>3.17</b>	<b>3.15</b>	<b>2.98</b>	<b>2.98</b>	<b>4.48</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>		
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
CSEA	2.00	2.50	2.75	3.00	3.00	3.00	2.25	2.00				2.56
HEA	2.20	2.20	2.25	3.00	3.00	3.00	3.00					2.66
<b>TOMPKINS-SENECA-TIOGA BOCES</b>												
<b>Dryden</b>												
NYSUT	2.66	2.90	3.75	3.50	3.50	3.00	3.80	3.80				3.36
<b>Groton</b>												
CSEA	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00	2.64
<b>Lansing</b>												
NYSUT	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr	\$1.29/hr					3.00
<b>Newfield</b>												
CSEA	2.25	2.25	3.00	3.00	3.00	3.00						2.75
<b>South Seneca</b>												
Local	2.00	2.60	2.10	2.00	\$1.40-\$2	3.50	2.50	2.50				2.46
<b>Trumansburg</b>												
Local	2.50	50¢/hr	56¢/hr	3.50	3.00	3.25	3.50					3.15
<b>T-S-T BOCES Avg.</b>	<b>2.43</b>	<b>2.60</b>	<b>2.78</b>	<b>2.85</b>	<b>3.17</b>	<b>3.15</b>	<b>3.27</b>	<b>3.15</b>		<b>3.00</b>	<b>3.00</b>	
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>Clyde-Savannah</b>												
Supp Pers (CSEA)	2.50	3.50	3.50	3.50	3.50	2.50	*+70¢/hr	2.50	2.50	2.50		2.94
Transp.	2.00	3.75	3.60	3.50	3.50	75¢/hr	3.00	1.50	0.00*			2.55
							*up to \$28.50/hr based on yrs					
<b>Dundee</b>												
CSEA	2.00	2.50	2.50	2.50	4.00	4.00	4.00					3.07
<b>Gananda</b>												
CSEA	2.80	50¢/hr or 3.2%	70¢/hr or 3.2%	70¢/hr or 3.2%	75¢/hr	\$1.25/hr	75¢/hr					2.80
<b>Geneva</b>												
				*for 5+ yrs of service up to \$1.00								
CSEA	3.00	3.00	3.00	*5¢/hr/yr	75¢/hr	75¢/hr	75¢/hr	\$1/hr	\$1/hr			3.00
<b>Gorham-Middlesex (NYSUT)</b>												
Bus Drivers	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr					2.70
Cust./F Serv	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00						2.80
Teacher Aides	2.70	2.70	50¢/hr	50¢/hr	3.00	3.00						2.80

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

**WAYNE-FINGER LAKES BOCES con't**

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
<b>Honeoye</b>							*+\$/hr based on years					
NYSUT	2.50	3.00	2.95	2.95	3.50	3.35	*3.30	3.30				3.08
<b>Lyons</b>												
NYSUT	2.50	1.80	1.80	1.80	2.90	2.90	2.90					2.37
		+54¢/hr	+54¢/hr	+54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr					
<b>Manchester-S'ville</b>												
CSEA	2.50	2.50	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr				2.50
<b>Naples</b>									* greater of			
CSEA	2.70	2.80	2.90	2.90	3.50	3.50	3.75 (at least)	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr		3.38
<b>Newark</b>			*or starting rate +1.2% if greater									
Custodians (CSEA)	2.40	2.00	* 50¢/hr	2.90	2.90	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr		2.59
Tchr Aides/Asst (NYSUT)	2.00	*2.25	*2.25	1.50	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr					2.39
		* 2.25-3.0% based on years			* OR Salary Rate							
<b>Palmyra-Macedon</b>												
CSEA	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	2.35	2.35	3.00	3.00	3.00	3.00	3.00	3.00			2.77
<b>Phelps-CI Springs (NYSUT)</b>							On 1/1/22 add \$2.50/hr					
Nurses/Food Serv/Bus Driver/Maint	2.00	3.00	3.00	3.00	2.25	3.50	3.50	2.00	2.50	2.50		2.69
Aides/Clerical	2.00	3.00	3.00	3.00	3.00	4.30	4.50	4.50				3.26
<b>Romulus</b>												
CSEA	3.00	3.00	3.00	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%					2.63
			or	48¢/hr	48¢/hr	48¢/hr	48¢/hr					
<b>Seneca Falls</b>												
NEA/NYSUT	3.00	2.75	2.50	2.00	3.00	3.00	2.50	2.00				2.53
<b>Waterloo</b>												
NEA/NYSUT	1.95	3.00	3.00	3.00	3.00	3.00	3.00					2.85
<b>Wayne</b>												
CSEA	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00				3.58
				OR \$1.00/hr								
<b>Williamson</b>												
CSEA	1.75	2.00	3.50	3.25	3.00	3.00	3.00	2.75	2.75	2.75		2.78
<b>WFL BOCES Avg.</b>	<b>2.41</b>	<b>2.76</b>	<b>2.85</b>	<b>2.83</b>	<b>3.11</b>	<b>3.37</b>	<b>3.49</b>	<b>2.77</b>	<b>2.28</b>	<b>2.54</b>		

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	9.4%	9.7%	8.4%	7.7%	7.0%	7.2%	7.4%	7.1%	6.3%	5.9%	5.5%	5.0%	7.2%
2020	4.1%	4.1%	4.4%	16.2%	15.7%	14.8%	14.8%	11.6%	9.9%	8.3%	8.3%	8.5%	10.0%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.2%	7.4%	6.6%	5.6%	5.0%	5.4%	5.5%	5.3%	4.4%	4.3%	3.9%	3.0%	5.3%
2020	4.8%	4.9%	5.0%	17.3%	12.7%	11.6%	11.7%	8.8%	6.1%	5.7%	5.8%	6.5%	8.4%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	6.9%	7.1%	6.5%	5.3%	4.7%	4.9%	5.1%	5.0%	4.1%	4.0%	3.7%	2.9%	5.0%
2020	5.1%	5.2%	5.3%	16.6%	11.5%	10.5%	11.0%	8.5%	5.4%	5.0%	5.2%	5.9%	7.9%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.5%	7.8%	6.9%	5.7%	5.1%	5.6%	5.8%	5.5%	4.6%	4.5%	4.1%	3.3%	5.5%
2020	5.6%	5.6%	5.7%	17.2%	12.2%	11.6%	12.0%	9.1%	6.2%	5.9%	6.2%	6.8%	8.7%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	5.3%	5.4%	4.7%	4.1%	3.7%	4.3%	4.6%	4.3%	3.5%	3.4%	2.9%	2.2%	4.0%
2020	3.7%	3.6%	3.6%	11.0%	8.7%	9.2%	9.3%	6.9%	4.7%	4.4%	4.6%	4.7%	6.2%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	6.2%	6.5%	6.0%	4.9%	4.3%	4.6%	4.6%	4.4%	3.7%	3.5%	3.2%	2.6%	4.5%
2020	4.7%	4.8%	5.0%	15.2%	10.8%	9.9%	10.1%	7.6%	5.0%	4.8%	5.0%	5.6%	7.4%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.0%	7.1%	6.4%	5.5%	4.9%	5.3%	5.3%	5.2%	4.3%	4.1%	3.7%	2.9%	5.1%
2020	4.6%	4.6%	4.8%	15.9%	11.9%	11.2%	11.7%	9.0%	6.3%	5.8%	6.0%	6.7%	8.2%

\* Please note that 2020 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 2021

### NY-Northeastern New Jersey Area

1. All Urban Consumers	296.865	- 0.2	4.4
2. Urban Wage Earners & Clerical Workers	292.713	- 0.1	5.0

### U.S. City Average

1. All Urban Consumers	278.802	0.3	7.0
2. Urban Wage Earner & Clerical Workers	273.925	0.3	7.8

## January 2022

### NY-Northeastern New Jersey Area

1. All Urban Consumers	300.164	1.1	5.1
2. Urban Wage Earners & Clerical Workers	296.213	1.2	5.8

### U.S. City Average

1. All Urban Consumers	281.148	0.8	7.5
2. Urban Wage Earners & Clerical Workers	276.296	0.9	8.2

# 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-20	258.0	2.5	251.4	2.5	282.0	2.5	276.1	2.4
Feb-20	251.9	2.3	258.7	2.3	276.4	2.3	282.6	2.4
Mar-20	251.4	1.5	258.1	1.5	276.0	1.8	282.0	2.0
Apr-20	249.5	0.1	256.4	1.1	274.9	1.1	280.6	2.4
May-20	249.5	-0.1	256.4	0.1	276.4	1.4	282.1	1.4
Jun-20	251.1	0.5	257.8	0.6	276.5	1.2	282.3	1.3
Jul-20	252.6	1.0	259.1	1.0	277.9	1.7	283.6	1.7
Aug-20	253.6	1.4	259.9	1.3	277.9	1.5	283.5	1.4
Sep-20	254.0	1.5	260.3	1.4	278.9	1.9	284.6	1.9
Oct-20	254.1	1.3	260.4	1.2	278.3	1.8	284.1	1.7
Nov-20	253.8	1.3	260.2	1.2	277.7	1.5	283.3	1.4
Dec-20	254.1	1.4	260.5	1.4	278.8	1.8	284.4	1.6
Jan-21	255.3	1.6	261.6	1.4	279.9	1.4	285.5	1.2
Feb-21	256.8	1.9	263.0	1.7	281.0	1.7	286.5	1.4
Mar-21	258.9	3.0	264.9	2.6	281.8	2.1	287.5	2.0
Apr-21	261.2	4.7	267.1	4.2	283.9	3.3	289.5	3.2
May-21	263.6	5.6	269.2	5.0	285.3	3.2	291.0	3.2
Jun-21	266.4	6.1	271.7	5.4	288.3	4.3	293.9	4.1
Jul-21	267.8	6.0	273.0	5.4	288.3	3.7	293.6	3.5
Aug-21	268.4	5.8	273.6	5.3	289.1	4.0	293.9	3.7
Sep-21	269.1	5.9	274.3	5.4	290.7	4.2	295.5	3.8
Oct-21	271.6	6.9	276.6	6.2	291.8	4.9	296.5	4.3
Nov-21	273.0	7.6	277.9	6.8	293.0	5.5	297.5	5.0
Dec-21	273.9	7.8	278.8	7.0	292.7	5.0	296.9	4.4
Jan-22	276.3	8.2	281.1	7.5	296.2	5.8	300.2	5.1
Feb-22								
Mar-22								
Apr-22								
May-22								
Jun-22								
Jul-22								
Aug-22								
Sep-22								
Oct-22								
Nov-22								
Dec-22								

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