

Office of Personnel Relations

Randy J. Ray
Director of Personnel Relations

Nicholas Minderler Robert Stamey Mark Detwiler Labor Relations Specialists

> **Jack Mekeel** Safety Coordinator

Christine Barbagallo
Kelly Walsh
Administrative Assistants

Telephone: (315) 255-7683 or (315) 253-0361 FAX: (315) 255-7625 Email: <u>kwalsh@cayboces.org</u>

Providing comprehensive employment and personnel relations services to local school districts for over 45 years.

ADVOCATE

Cayuga-Onondaga BOCES
Office of Personnel Relations
1879 West Genesee Street Road
Auburn, New York 13021-9430

VOLUME XLI JULY - AUGUST 2021

IN THIS ISSUE

- + WELCOME!
- TEMPORARY TEACHING APPOINTMENTS WITH PANDEMIC MONEY
- NYS COVID-19 LEAVE
- VACCINATION STATUS
- COMMISSIONER REINSTATES
 BOARD MEMBER REMOVED
 FOR BREACH OF
 CONFIDENTIALITY
- AREA TEACHER AND NON-INSTRUCTIONAL SETTLEMENTS
- AREA UNEMPLOYMENT RATES FOR JUNE 2021
- CONSUMER PRICE INDICES
 FOR MAY AND JUNE 2021



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

Brent Suddaby, the recently appointed Superintendent at the Candor Central School District

Mike Jorgensen, the recently appointed Superintendent at the Port Byron Central School District

Jo-Ann Sexton, the recently appointed Superintendent at the Whitney Point Central School District

TEMPORARY TEACHING APPOINTMENTS WITH PANDEMIC MONEY



With the influx of federal pandemic stimulus money, our office has received several inquiries regarding how to hire teachers into a temporary position. These questions commonly begin with an explanation that, due to the additional funds, the district is considering hiring a teacher or administrator for the two to three years that the federal funds will support. Unfortunately, there is no mechanism to make such an appointment and the source of the funding is irrelevant to the analysis. The Education Law requires that individuals hired into tenure track positions receive probationary appointments.

The Commissioner has stated, "Where a position is vacant, an appointment to a

full-time teaching position must be made for a probationary period of [four] years. There is no legal authority for a 'temporary' appointment to fill a permanent vacancy, and such an appointment would violate the provisions of the tenure law and would be illegal." Appeal of Patricia Nettles, 31 Ed. Dept. Rep. 437(1992), citing, Matter of Wyler, 17 Ed Dept. Rep. 264 (1978). Therefore, if a permanent vacancy exists, "the only permissible method to fill the vacancy is by making a probationary appointment." Id. Whether a vacancy exists is determined by legal principles, and the analysis doesn't change if the district believed in good faith that no vacancy existed. Appeal of William Sroka, 31 Ed Dept Rep 513 (1992). The Commissioner, citing the Court of Appeals, has reasoned that "the term 'vacancy' when used [in the context of N.Y. Education Law §2510(3)] connotes a position or office for which there is no incumbent." Appeal of Patricia Principio, 39 Ed. Dept. Rep., Decision No. 14,157 (1998), *citing*, Matter of Brewer v. Bd. Of Ed., Plainview-Old Bethpage Cent. Sch. Dist., 51 NY2d 855, 858 (1980). This is true regardless of funding, as "the source of funding of a teacher's position is irrelevant to a determination of whether a teacher should be accorded protection under the various tenure statutes." Matter of Feinerman v. Board of Coop. Educ. Servs. Of Nassau Cntv., 48 N.Y.2d 491, 499 (1979).

Despite these limitations, there is a mechanism to hire an individual into a position for a shortened period without running afoul of the law. In Feinerman, the Court of Appeals reasoned a teacher can waive any expectation of tenure and relinguish their right to be appointed following a probationary term. 48 N.Y.2d at 496. This can only be accomplished through a written agreement between the district and the teacher, who knowingly and freely agrees to the conditions free from "coercive" influences." Id. at 497. To effectuate this process a district should construct a "Feinerman" agreement wherein it is clearly evidenced that a teacher agrees to knowingly and freely waive their rights to tenure or a permanent appointment, as well as the

accumulation of seniority and the right to be recalled if their teaching position is abolished. Otherwise, the appointment process remains the same. Absent these requirements, the only way to fill a vacancy is through a probationary appointment.

This question often comes up in the context of a teacher on special assignment ("TOSA") wherein a teacher is assigned to a quasi-administrative role with the intent of backfilling the now vacated teaching role. As this office has shared many times, the law does not recognize TOSAs, but it has become common practice in school districts to create an employment relationship through this process. Even when a teacher functions in a TOSA position, the vacancy they leave behind will likely be considered a permanent vacancy and must be filled with a probationary appointment.

When a district intends to appoint a teacher to a TOSA position, there are several steps that should take place. First, the individual appointed to the TOSA position should submit a request for a leave of absence from their teaching position for a defined period of time. Second, there should be an agreement in writing that if a teacher appointed to a TOSA position is not spending at least 40% of their time in their teaching tenure area, then they will not accrue any further seniority in that tenure area. Third, the agreement should delineate the benefits the teacher will receive or specify the collective bargaining agreement that will be followed. Finally, it should be clearly communicated in writing to all parties that the individual will maintain their teaching seniority while on leave and working as a TOSA and may return to their teaching position with their seniority and contractual benefits restored after completing the leave and TOSA.

Please reach out to our office if you have any questions or concerns regarding the above, or if you believe that a Feinerman agreement is necessary and must be drafted.

NYS COVID-19 LEAVE

Before beginning another school year with COVID-19, this is a reminder that paid NYS COVID-19 sick leave still exists. As background, New York State enacted legislation on March 18, 2020 that codified sick leave for mandatory and precautionary orders of quarantine due to COVID-19. On January 20, 2021, the NYS Department of Labor released guidance on the use of NYS COVID-19 sick leave. Since there was no expiration date to the legislation or the guidance, it appears that districts must still provide paid NYS COVID-19 Leave. Some of the key points of the law and the guidance include:

- 1. Employees who are not otherwise subject to a mandatory or precautionary order of quarantine or isolation must be paid if required to stay home by the district (i.e. due to a failed daily screening). This payment should be at district expense, without the use of personal sick time or NYS COVID-19 sick leave. The NYS COVID-19 sick leave would only become available if the employee receives a mandatory or precautionary order of quarantine or isolation (i.e. gets tested).
 - a. Note: Employees should be tested if they fail the daily screening. The time from when the employee is told to get tested and the actual test is time paid at district expense. The NYS COVID-19 sick leave would apply on the date the employee gets tested and any subsequent days until a negative test is received or isolation is over after a positive test result.
- 2. An employee can use NYS COVID-19 sick leave for a maximum of 3 separate orders of quarantine **or** isolation (at most 30 work days). However, after the first use, the leave is only available for orders of isolation based on positive tests.

Finally, the legislation and the guidance only provide for 3 qualifying COVID-19 sick leaves. Without any indication that the 3 leaves reset each year, it appears that an employee only gets 3 leaves total under the law. Therefore,

¹ If the teacher is not teaching 40% of their time in their tenure area, then they cannot accrue seniority teaching tenure area.

unless NYS releases further guidance, it is the opinion of this office that if an employee used all 3 NYS leaves during the 2020-2021 school year, they would not get any additional paid leave under NYS COVID-19 leave and would have to use his/her own paid time off if subject to additional quarantine or isolation.

Since COVID-19 and its variants are still threats to the school community, districts must remain diligent when tracking COVID-19 sick leave. Please reach out if you have any further questions.

Vaccination Status

The balance between employee privacy rights and the district's need to know has always been a source of potential friction. In the age of COVID-19, the subject is even more sensitive. Now that many federal and state officials have relaxed COVID-19 safety rules for people who are fully vaccinated, school districts may seek to inquire as to the status of employee COVID-19 vaccinations, raising the question of whether these inquiries are appropriate.

The short answer is that districts are permitted to ask their employees about their COVID-19 vaccine status within limits and should proceed with caution when asking these questions. Under the circumstances, this is a good time to re-examine the laws that may apply to these inquiries including HIPAA, GINA, Title VII and the ADA.

What is HIPAA, again?

HIPAA stands for the Health Insurance Portability and Accountability Act of 1996. It's a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed by healthcare providers without the patient's consent or knowledge.

So, is it a HIPAA violation to ask an employee if they have been vaccinated?

No. It is not a violation of federal law for an employer to ask an employee about their COVID-19 vaccination status. Further, the US Equal Employment Opportunity Commission

(EEOC) has taken the position that an employer can ask that question lawfully, and require an answer to it. However, if a district asked an employee's doctor for this information, it would be protected by HIPAA.

What about GINA?

The Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment, took effect on November 21, 2009.

Under Title II of GINA, it is illegal to discriminate against employees or applicants because of genetic information. Title II of GINA prohibits the use of genetic information in making employment decisions, restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information. Employers may not use genetic information to make decisions related to the terms. conditions, and privileges of employment; obtain or disclose genetic information except in six narrow circumstances. However, the EEOC confirms that vaccination for COVID-19 itself does not implicate GINA, even if the vaccine uses mRMA technology. A district requiring an employee to show documentation like the Excelsior Passport or other confirmation of vaccination from a doctor, pharmacy, or other third party is not using, acquiring, or disclosing genetic information and, therefore, is not implicating Title II of GINA.

Title VII of the Civil Rights Act of 1964

Title VII protects employees from religious discrimination, which includes an obligation to accommodate an employee's sincerely held religious beliefs, practices or observances. Applying this standard, the EEOC's guidance explains that an employee may be entitled to a reasonable accommodation that includes excusing the employee from a mandatory vaccine requirement due to religious objections. The EEOC recommends that employers assume a request for religious accommodation is legitimate unless there is

an objective basis for questioning either the religious nature or sincerity of a particular belief, practice or observance. An employer need not provide a religious accommodation if doing so would cause undue hardship to the employer, which the guidance defines as "having more than a de minimis cost or burden on the employer."

The Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers.

Under the ADA, because it is not a "disability-related inquiry," it is permissible for an employer to inquire about or request documentation or other confirmation that an employee obtained the COVID-19 vaccine from a third party in the community, such as a pharmacy, personal health care provider, or public clinic. However, if the employee indicates that they did not receive the vaccine, it is strongly recommended that the employer not ask why because that would trigger a potential medical accommodation under the ADA.

It should be noted that any information about an employee's COVID-19 vaccination is considered confidential medical information under the ADA and like all medical information, must be kept confidential and stored separately from the employee's personnel files.

In summary, it is permissible for a district to ask its employees whether they have been vaccinated and for proof of the COVID-19 vaccination. Things get a little trickier when it comes to an employer asking why someone is not vaccinated which would then trigger a potential religious exemption under Title VII or an accommodation under the ADA.

If you have any questions regarding this topic please feel free to contact our office.

Commissioner Reinstates Board Member Removed for Breach of Confidentiality

by Shubh N. McTague, Staff Counsel
On Board

Under the General Municipal Law, a school board member must not disclose confidential information learned in their official duties or use the information for personal interests. The commissioner of education has defined the word confidential to mean "information that is meant to be kept secret."

Items discussed during a properly convened executive session of a school board can meet this definition. Therefore, school board members must be careful to maintain confidentiality of information acquired during executive sessions. Failing to do so could subject a board member to removal for official misconduct under the Education Law.

Notwithstanding, disclosure of confidential information may not be a basis for removal in circumstances when: (1) information learned warranted referral to a district attorney, the attorney general or other appropriate law enforcement authority for investigation and possible action, and such referral was made; (2) the board itself decides to release the confidential information; and (3) the board member was compelled to reveal the information in the context of a judicial proceeding.

However, what happens when a board member discloses information about a topic that was not proper for discussion at an executive session? Do confidentiality requirements still apply?

In Appeal of Rivers, the commissioner of education held that when a board discusses

matters in an executive session that are not specified in the Public Officers Law, confidentiality does not apply to that specific matter. Accordingly, a school board member cannot be removed for disclosing such information.

In this case, a town government approached the school district to inquire as to whether it would be able to use the district's facilities for a summer camp.

During an executive session convened to discuss other matters, the superintendent informed the board of the town's request for use of the district's facilities and his decision to deny the request.

After the meeting, a board member telephoned the town supervisor regarding the summer camp discussion, and other school board members learned about this conversation. The school board member confirmed the disclosure and apologized.

At the next meeting, the board adopted a resolution charging the board member with misconduct for disclosing confidential information learned in the executive session. The board then conducted a hearing and at the following meeting, they voted to remove the board member.

Wanting to be reinstated, the board member filed an action in state court alleging violations of the Open Meetings Law (OML) regarding the executive session at issue in this case. The court found that the district violated the OML when it discussed use of the district's facilities for the proposed camp because such a subject was not authorized for executive session under the Public Officers Law. Furthermore, the board violated the OML by failing to state what was to be discussed prior to entering into the executive session.

The court declined to make a decision on reinstatement, instead deferring to the commissioner of education and her expertise on what justifies removal of a school board member.

The board appealed to the commissioner, who found that the district offered no compelling reason why the issue of the summer camp was discussed in executive session or why it should have been confidential.

In an affidavit, the superintendent explained that he believed there could be some upset about the decision from the community and that was the reason the issue was discussed in the executive session. The commissioner stated that she would "decline to condone" the action and found that the summer camp discussion was not confidential.

Accordingly, the commissioner held that the board member's disclosure of the information did not "warrant his removal for 'official misconduct.'"

The commissioner stated that the board's decision to remove the board member was arbitrary and capricious, especially in light of the fact the board had violated the OML. Accordingly, the commissioner ordered the board to reinstate the board member, effective immediately.

Based on this decision, school boards should always be mindful of the requirements for entering into and conducting an executive session under the OML. Before going into executive session, school boards must: (1) provide a statement during public session describing the matters to be discussed during the executive session and (2) not stray to cover other subjects that do not qualify as appropriate for an executive session. Appeal of Rivers also provides a reminder that school board members should adhere to the confidentiality rules that apply to executive sessions and be aware that removal from office can be a consequence for non-compliance with such rules.

The editorial staff of "The Advocate" gratefully acknowledges the contribution by Shubh N. McTague from the New York State School Boards Assocation publication, "On Board," Volume 22, No. 8, June 14, 2021. Used with permission.

		RECEN	T ARE	A TEA	CHER (CONTR	ACT S	ETTLE	MENTS	<u>S</u>	1	
CAYUGA-ONON	NDAGA BO	OCES										
	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			2.66
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					2.56
Weedsport	2.00	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00			2.67
	2.23	2.49	2.58	2.74	2.79	2.83	2.88	3.08	3.12	3.50		
BROOME-TIOG	GA 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					2.98
Whitney Point	2.20	2.50	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00		2.80
	2.56	2.81	2.86	2.86	3.07	3.10	3.02	3.38	2.98	2.98	2.96	
DELAWARE-CH	IENANGO	-MADISO	ON-OTSE	GO BOCI	ES							
Sidney	3.00	3.00	3.20	4.00	4.00	4.00	4.00	3.00				3.60
OSWEGO BOCI	ES											
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-SE	NECA-TIO	GA BOC	ES									
Candor	1.5 + \$1000	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step						2.03
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
	2.79	2.49	3.11	3.72	3.72	3.60	3.40	3.30	3.60	3.83	4.25	

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					3.24
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	3.26
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	3.29
Manchester- Shortsville	2.00	2.50	3.00	2.50	2.50	2.50						2.50
Naples	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25				2.93
Newark	2.50	3.00	3.00	3.00	3.25	3.10	3.20					3.01
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-Cl Springs	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90			2.94
Red Creek	2.40	2.40	4.00	3.25	3.00	2.50						2.93
Romulus	1.50	5.00	3.00	3.00	3.00	2.75	2.75	2.75				2.97
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
			6 and 2016- on-step unit	_	nt settle-			2021-22, and \$12,000 if a				
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
	2.26	2.79	3.06	2.93	3.05	3.05	3.15	3.29	3.33	3.43	3.39	

^{*} 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

	RECEN	TAREA	A NON-	INSTRU	UCTION	NAL CO	NTRAC	CT SET1	TLEME	NTS		
CAYUGA-ONONDAG	GA BOCES	3				1					1	
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	Avg.
BOCES												
Aides (CSEA)	2.00	2.50	2.50	2.50	2.70	2.75	2.80	1.99	1.99	1.99		2.37
Non-Instructional	2.00	2.50	2.50	2.70	2.75	2.80	2.80	1.99	1.99	1.99		2.45
Auburn		İ	İ	İ								
Aides/Clerical (NYSUT)	2.00	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75		2.59
Bus Drivers (CSEA)	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90		2.70
Cust/Maint. (CSEA)	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90		2.67
Nurses (SEIU)	1.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50				2.38
Cato-Meridian		İ	İ	İ								
Aides/Ass'ts (SEIU)	50¢/hr	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	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00	2.68
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00	2.68
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0		<u> </u>		2.81
Bus Drivers	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cust./Maint (SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0				2.81
Cafeteria (SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0				2.81
Transportation	1.00	1.00	2.75	2.75	2.75	3.00	3.00	3.00				2.31
Moravia												
Aides/Ass't (CSEA)	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75			2.54
CSEA	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75			2.54
	2.00	2.00	2176	2176	2	7 0 9.111	2	7 0 9.111	200			2.5
Port Byron	2.00	2.50	2.50	2.50	2.50	70 · 4	70 · 4					2.40
Aides (SEIU)	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr					2.40
Cust./Maint. (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr					2.30
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr					2.30
Nurse (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr		<u> </u>	<u> </u>		2.30
Clerical (SEIU)	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr		<u> </u>	<u> </u>		2.40
Skaneateles												
Aides (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Tchr Ass't (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Cust./Maint (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Nurses (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Clerical (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
So. Cayuga												
Aides (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Tchr. Ass't (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25	ļ	2.94
Bus Drivers (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Bus Mech (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Cust./Maint (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Cafeteria (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94

]	RECEN	ΓAREA	NON-II	NSTRU	CTIONA	AL CON	TRAC	Γ SETT	LEME	NTS		
CAYUGA-ONONDAGA	A BOCES	cont'd										
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Clerical (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25		2.94
Union Springs	İ	İ	İ			İ	İ				İ	
Aides (SEIU)	2.50	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	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.50
Bus Drivers (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.64
Bus Mech (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.64
Cust/Maint. (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.64
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.64
Nurses (SEIU)	2.50	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	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	2.50
		İ		* @ % +	\$250							
Weedsport												
Aides (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25		2.67
Bus Drivers (CSEA)	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25		2.62
<u> </u>		*Bus driv	ers @ % + 3	0¢								
Bus Mech (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25		2.59
Cust/Maint. (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25		2.61
Nurses, Clerical												
C-O BOCES Avg.	2.25	2.34	2.43	2.61	2.73	2.84	2.83	3.26	2.96	3.06	3.00	
								·				
BROOME-TIOGA BOO	CES			ļ		<u> </u>						
Chenango Valley												
Non-Instruct. (NYSUT)	2.50	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr					2.90
Deposit						İ		ĺ		İ		
CSEA	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr		İ		3.17
Maine-Endwell												
Cust./Maint.	50¢/hr	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr						
Supp Staff	3.00	3.15	\$1150- \$1375	\$950- \$1225	\$850- \$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr	3.08
Transp	\$700	\$800	\$910- \$1625	\$860- \$1525	\$810 - \$1425	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr		3.25
Owego-Apalachin	 		¥1025	Ψ13 <u>2</u> 3	Ψ112J							<u> </u>
NYSUT	1.99	2.50	2.50	2.50	2.85	2.85	2.85					2.58
Union Endicott											 	
Cafe. Workers	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00		-		2.92
Cent Office	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			1	2.92
Comp & Tech	2.70	2.70	2.70	3.10	3.00	3.00	3.00	3.00		1	1	2.94
Dist Office	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00		-		2.94
Maint. Workers	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00		 	 	2.94
School Aides	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00	4.34
	 	 	+						3.00	3.00	3.00	
Transp	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00				2.90

	REC	ENT AR	EA NON	-INSTRU	CTION	AL CON	TRACT	SETTL	EMENT	S		
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	Avg.
BROOME-TIOGA BO	OCES cor	ıt'd										
Vestal												
Paraprofessional				3.00	3.00	3.00	3.00					3.00
Employees			2.90	2.95	3.00							2.95
Whitney Point												
Aides/Food Serv (NYSUT)	2.50	2.50	2.50	3.00	3.00	3.00	3.00					2.79
B-T BOCES Avg	2.66	2.75	2.73	3.17	3.15	2.98	2.98	4.48	3.00	3.00	3.00	
OSWEGO BOCES												
Hannibal												
CSEA	1.95	2.00	2.50	2.75	3.00	3.00	3.00	2.25	2.00			2.49
HEA	2.20	2.20	2.20	2.25	3.00	3.00	3.00	3.00				2.61
TOMPKINS-SENECA	A-TIOGA	BOCES										
Dryden												
NYSUT	2.85	2.66	2.90	3.75	3.50	3.50						3.17
Groton												
CSEA	2.75	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr				2.54
Lansing												
NYSUT	3.50	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr	\$1.29/hr				3.25
	0.00	007/111	2.00	207/111	00 \$111	70 77111	75 77111					
Newfield CSEA	1.50	2.25	2.25	3.00	3.00	3.00	3.00					2.57
South Seneca	1.50	2.23	2.23	2.00	3.00	3.00	3.00					2.57
Local	2.00	2.00	2.60	2.10	2.00	\$1.40-\$2	3.50	2.50	2.50			2.40
Trumansburg	2.00	2.00	2.00	2.10	2.00	44444	3.30	2.30	2.50			2.40
Local	2.50	2.50	50¢/hr	56¢/hr	3.50	3.00	3.25	3.50				3.04
	 								2.50			3.01
T-S-T BOCES Avg.	2.52	2.43	2.60	2.78	2.85	3.17	3.15	3.00	2.50			
WAYNE-FINGER LA	KES BO	CES					,					
Clyde-Savannah								* 1.5% -	3%, based	on years		
Supp Pers (CSEA)	2.50	2.50	3.50	3.50	3.50	3.50	2.50	*+70¢/hr	2.50	2.50	2.50	2.90
Transp.	2.00	2.00	3.75	3.60	3.50	3.50	75¢/hr	3.00	1.50	0.00		2.48
Dundee												
CSEA	2.00	2.00	2.50	2.50	2.50	4.00	4.00	4.00				2.94
Gananda												
CSEA	2.80	2.80	50¢/hr	70¢/hr	70¢/hr	75¢/hr	\$1.25/hr	75¢/hr				3.00
				OR 3.2%								
Geneva					*for 5+ yr	rs of service u	up to \$1.00					
CSEA	2.00	3.00	3.00	3.00	*5¢/hr/yrs	75¢/hr	75¢/hr					2.75
Gorham-Middlesex (NYSUT)												
Bus Drivers	2.25	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr				2.59
Cust./F Serv	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00					2.78

	REC	ENT AR	EA NON	N-INSTR	UCTIO	NAL CO	NTRAC	Γ SETTL	EMENTS	S		
WAYNE-FINGER LA	KES BOC	ES con't										
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	Avg.
Honeoye												
NYSUT	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30			3.07
Lyons												
NYSUT	2.50	2.50	1.80	1.80	1.80	2.90	2.90	2.90				2.39
			+54¢/hr	+54¢/hr	+54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr				
Manchester-S'ville				ĺ			ĺ					
CSEA	1.90	2.50	2.50	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr			2.35
Naples												
CSEA	2.70	2.70	2.80	2.90	2.90	3.50	3.50	3.75	3.90			3.18
Newark				*or startii	ng rate +1.29	% if greater						
Custodians (CSEA)	2.00	2.40	2.00	* 50¢/hr	2.90	2.90	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr	2.49
Tchr Aides/Asst (NY-SUT)	2.40	2.00	*2.25	*2.25	1.50	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr				2.29
			* 2.25-3.09	based on y	ears	*	OR Salary Ra	ate				
Palmyra-Macedon												
CSEA	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					
Penn Yan							1					
CSEA	2.25	2.25	2.35	2.35	3.00	3.00	3.00	3.00	3.00	3.00		2.72
Phelps-Cl Springs (NYSUT)												
Nurses/Food Serv/Bus Driv/Maint	2.00	2.00	3.00	3.00	3.00	2.25	3.50	3.50				2.78
Aides/Clerical	2.00	2.00	3.00	3.00	3.00	3.00	4.30	4.50	4.50			3.26
Red Creek												
CSEA	2.00	* 3.50	2.50	2.50	\$1/hr	3.00	\$1/hr	3.00				2.60
		* 2015-16	% based o	n hire date	,							
Romulus												
CSEA	1.50	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				
Seneca Falls												
NEA/NYSUT	2.00	3.00	2.75	2.50	2.00	3.00	3.00	2.50	2.00			2.53
Waterloo												
NEA/NYSUT	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00				2.71
Wayne												
CSEA	2.70	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00			3.48
- ~					OR \$1.0			.,,,,				5
Williamson												
CSEA	2.00	1.75	2.00	3.50	3.25	3.00	3.00	3.00	2.75	2.75	2.75	2.70
WFL BOCES Avg.	2.29	2.44	2.76	2.84	2.83	3.10	3.37	3.48	3.26	2.06	2.63	

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%	7.3%							
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%							
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%	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%							
ĺ	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%							
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%							
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%							
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 reestimating procedure mandated by the U.S. Bureau of Labor Statistics.

Source: New York State Department of Labor Statistics

www.labor.state.ny.us

CONSUMER PRICE INDICES

1982-84

INDEX % INCREASE % INCREASE

FROM

FROM

	BASE YEAR=100	PRIOR MONTH	PRIOR YEAR
	May 2021		
NY-Northeastern New Jersey Ar	ea		
 All Urban Consumers Urban Wage Earners 	290.991	0.5	3.2
& Clerical Workers	285.281	0.5	3.2
U.S. City Average			
1. All Urban Consumers	269.195	0.8	5.0
Urban Wage Earner & Clerical Workers	263.612	0.9	5.6
	June 2021		
NY-Northeastern New Jersey Ar	ea		
1. All Urban Consumers	293.872	1.0	4.1
Urban Wage Earners & Clerical Workers	288.318	1.1	4.3
U.S. City Average			
1. All Urban Consumers	271.696	0.9	5.4
Urban Wage Earners & Clerical Workers	266.412	1.1	6.1

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-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	256.8	1.7	273.7	1.3	279.3	1.4
Oct-19	250.9	1.6	257.3	1.8	273.5	1.3	279.3	1.5
Nov-19	250.6	1.9	257.2	2.1	273.6	1.7	279.5	1.8
Dec-19	257.0	2.3	250.5	2.3	279.8	2.2	274.0	2.1
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								
Aug-21								
Sep-21								
Oct-21								
Nov-21								
Dec-21								

THE ADVOCATE STAFF

Editorial Assistant & Desktop Publisher:

Kelly M. Walsh

Contributors:

Randy J. Ray • Nick Minderler • Robert Stamey • Mark Detwiler

Published by:

Cayuga-Onondaga BOCES
Office of Personnel Relations
1879 West Genesee Street Road
Auburn, NY 13021-9430
Telephone: 315-255-7683 • Fax: 315-255-7625

* All Rights Reserved

PAST ISSUES OF "THE ADVOCATE"

Past issues of "The Advocate" can be read and/or downloaded for your reference at your convenience.

Simply go to our website at <u>www.cayboces.org</u>, navigate through Professional Services, then Labor Relations, then click the link to "The Advocate" newsletter.

NOTICE OF NON-DISCRIMINATION

The Cayuga-Onondaga BOCES does not discriminate on the basis of an individual's actual or perceived race, color, religion, creed, ethnicity, national origin, citizenship status, age, marital status, partnership status, disability, predisposing genetic characteristics, sexual orientation, gender/sex, military status, veteran status, domestic violence victim status or political affiliation, and additionally does not discriminate against students on the basis of weight, gender identity, gender expression, and religious practices or any other basis prohibited by New York state and/or federal non-discrimination laws in employment or its programs and activities. The BOCES provides equal access to community and youth organizations.

Inquiries regarding the District's non-discrimination policies should be directed to:

Randy J. Ray
Director of Personnel Realtions and Civil Rights Compliance Officer
1879 West Genesee Street Road
Auburn, NY 13021
(315) 255-7683
rray@cayboces.org