



# THE ADVOCATE

Cayuga-Onondaga BOCES  
Office of Personnel Relations  
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Auburn, New York 13021-9430

## Office of Personnel Relations

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

## VOLUME XLII MARCH - APRIL 2022

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# SENDING LETTERS OF REASONABLE ASSURANCE



In 1944, the New York State Legislature enacted what is now known as the Unemployment Insurance Law as an economic insurance buffer for workers who lost their jobs as a result of a layoff. The statute provided that a laid off employee who lost his or her job through no fault of his or her own would receive an income for a limited period of time to assist in the transitional period between jobs.

Today the law has been liberalized to the extent that employees who are suspended or even discharged for just cause may still be eligible for this insurance benefit. For example, a teacher in one school district was suspended for a two-year period after being judged incompetent by a tenure hearing panel. The teacher applied for and was ultimately granted unemployment insurance because the suspension for incompetency was not sufficient grounds to preclude the instructor from receiving the unemployment insurance benefit. The decision of the Unemployment Insurance Appeal Board, which reversed the decision of the administrative law judge, suggested that had the tenure hearing panel issued a suspension for misconduct, the teacher would not have been eligible for unemployment insurance. Additionally, the Appellate Division of the Supreme Court of New York, Third Department has specifically found that school districts should also provide per diem employees notices of reasonable assurance for the period following holiday recess periods.

There are steps school districts can take to guard against paying employees during summer vacation or holiday recess periods for per diem employees. As the end of the academic school year approaches and before holiday recess periods for per diem employees, the Cayuga-Onondaga BOCES Office of Personnel Relations reminds Superintendents of the need to notify district employees of an intent to continue their employment for the following school year and/or after the holiday recess period for per diem employees. Should you not do so, they may be eligible for unemployment insurance during the summer vacation period or holiday break.

Attached you will find sample letters for a regular classroom teacher, a substitute teacher/per diem employee, and a non-instructional employee which currently meet the requirements of the Unemployment Insurance Appeals Board and recent court decisions. Care should be exercised in the use of these documents, and particular attention should be given about oral statements made by subordinate administrations. Suggestions to an employee that he/she will not be returning next year or that someone should look for alternate work may undo the notices and result in an entitlement to unemployment insurance compensation.

We also recommend that each Superintendent be directed by a resolution of the Board of Education to initiate and forward these letters to each employee.

***NOTE: Do not send a reasonable assurance letter to any employee who will be laid off.***

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**SAMPLE TEACHER LETTER**

Date

Dear (Teacher):

Please be advised that the [DISTRICT] with this letter is providing you with reasonable assurance that you will perform services for the [DISTRICT] in the capacity of (blank) for the school year 2022–2023 beginning on July 1, 2022 and ending on June 30, 2023.

It is expected that you will be receiving substantially the same economic terms and conditions of employment in the upcoming school year, with your expected earnings to be no less than 90% of what you earned for the 2021–2022 school year. This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2022–2023. Attached please find a copy of the 2022–2023 school calendar.

Please notify this office by June 30, 2022, should you be unable to accept this employment for the 2022–2023 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94–566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer  
\_\_\_\_\_ School District

I, \_\_\_\_\_, have read the above and understand its contents and intend, **or** do not intend (circle one and return to the School District) to return to the (School District) as a regular classroom teacher.

Employee’s Signature  
Regular Classroom Teacher

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**SAMPLE NON-INSTRUCTIONAL LETTER**

Date

Dear (Employee):

Please be advised that the [DISTRICT] with this letter is providing you with reasonable assurance that you will perform services for the [DISTRICT] in the capacity of (blank) for the school year 2022–2023 beginning on July 1, 2022 and ending on June 30, 2023.

It is expected that you will be receiving substantially the same economic terms and conditions of employment in the upcoming school year, with your expected earnings to be no less than 90% of what you earned for the 2021–2022 school year. This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2022–2023. Attached please find a copy of the 2022–2023 school calendar.

Please notify this office by June 30, 2022 should you be unable to accept this employment for the 2022–2023 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94–566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York

State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer  
\_\_\_\_\_ School District

*I, \_\_\_\_\_, have read the above and understand its contents and intend, or do not intend (circle one and return to the School District) to return to the (School District) as a non-instructional employee.*

*Employee's Signature  
Non-Instructional Employee*

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**SAMPLE SUBSTITUTE TEACHER  
(and Per Diem Employees) LETTER  
FOR EACH BREAK PERIOD**

Date

Dear (Substitute Teacher/Per Diem Employee):

Please be advised that the [DISTRICT] with this letter is providing you with reasonable assurance that you will perform services for the [DISTRICT] in the capacity of substitute teacher for periods of employment immediately before and after the [Thanksgiving/Christmas/Winter/Spring Recess between \(add dates for specific recess\) Date, 202x through Date, 202x.](#)

It is anticipated that the need for substitutes following the [Thanksgiving/Christmas/Winter/Spring Recess between Date, 202x through Date, 202x](#) will remain. As long as your availability for assignments remains the same as it was prior to the [Thanksgiving/Christmas/Winter/Spring Recess](#), it is expected that you will be receiving substantially the same economic terms

and conditions of employment, with your total expected earnings for the 2022–2023 school year to be no less than 90% of what you earned in the 2021–2022 school year.

Your name will be maintained in the electronic registry or list that the District used [\[specify the list or registry used\]](#) to call subs prior to the [Thanksgiving/Christmas/Winter/Spring Recess](#) and this registry or list will be used after the [\(Specific\) Recess](#) to call substitute teachers. Please notify this office by [DATE], should you be unable to accept the employment after the Spring Recess.

Attached please find a copy of the 2022–2023 school calendar.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94–566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer  
\_\_\_\_\_ School District

*I, \_\_\_\_\_, have read the above and understand its contents and intend, or do not intend (circle one and return to the School District) to return to the (School District) as a substitute teacher/per diem employee.*

*Employee's Signature  
Substitute Teacher/Per Diem Employee*

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# SAMPLE SUBSTITUTE TEACHER (and Per Diem Employees) LETTER SUMMER BREAK

Date

Dear (Substitute Teacher/Per Diem Employee):

Please be advised that the (School District) with this letter is providing you with reasonable assurance that you will perform services for the (School District) in the capacity of substitute teacher for the school year 2022–2023 beginning on July 1, 2022 and ending on June 30, 2023.

It is anticipated that the need for substitutes during the 2022–2023 school year will remain. As long as your availability for assignments remains the same as it was during the 2021–2022 school year, it is expected that you will be receiving substantially the same economic terms and conditions of employment, with your expected earnings to be no less than 90% of what you earned for the 2021–2022 school year.

This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2022–2023. Attached please find a copy of the 2022–2023 school calendar.

Your name will be maintained in the electronic registry or list that the District used [[specify the list or registry used](#)] to call subs in the 2021–2022 school year and this registry or list will be used in the 2022–2023 school year to call substitute teachers. Please notify this office by June 30, 2022, should you be unable to accept this employment for the 2022–2023 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94–566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you

are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer  
\_\_\_\_\_ School District

I, \_\_\_\_\_, have read the above and understand its contents and intend, **or do not intend** (circle one and return to the School District) to return to the (School District) as a substitute teacher/per diem employee.

Employee's Signature  
Substitute Teacher/Per Diem Employee

\*\*\*\*\*

## PLEASE NOTE – REGARDING SUBSTITUTE TEACHERS AND OTHER PER DIEM EMPLOYEES:

Although the last sentence has been added to the second paragraph, please note that a substitute teacher and/or other per diem employees may still ultimately be entitled to unemployment insurance if he/she did not receive at least ninety (90%) percent of the income he/she previously earned. As another alternative, the District could state in the letter of reasonable assurance of continuing employment that the substitute teacher and/or other per diem employees will work a specified number of days in the successor school year equal to the days the substitute worked during the previous school year. Once again, however, the substitute and/or other per diem employees might ultimately be entitled to unemployment insurance if he/she did not receive at least ninety (90%) percent of the income he/she previously earned.

# BOCES TRANSFER

School districts have discretion when abolishing district positions and having those services performed by a BOCES. This helps streamline services for students and can also be a cost savings for the district. Nonetheless, unions sometimes want to argue that sending a position to a BOCES is a mandatory subject of bargaining. Fortunately for districts, it is settled law that districts can unilaterally transfer duties previously performed exclusively by bargaining units in the district to a BOCES.

The seminal case on transferring school district work to a BOCES is *Webster CSD v. PERB*, 75 N.Y. 2d 619 (1990). In *Webster*, the BOCES created a summer school program that multiple districts signed up for, despite contractual language in the affected districts' collective bargaining agreements that outlined the terms and conditions for summer school employment. None of the districts negotiated the change, so an improper practice charge with PERB ensued. Initially, PERB agreed with the units that the districts had to negotiate such a transfer. Eventually, the issue reached the Court of Appeals, New York's highest court. The Court of Appeals made clear that the decision by a school district to subcontract certain programs and services to a BOCES is a nonmandatory subject of bargaining. The Court said that the BOCES statute (Ed. Law. § 1950) showed the legislative intent was that such transfers do not need to be negotiated. See *Webster*, 75 N.Y. 2d at 627; see also N.Y. Educ. Law § 1950(4)(d), (4)(bb). This decision has been regularly upheld by PERB. See *Marcus Whitman CSD*, 27 PERB ¶ 4508 (1994); *Lackawanna City Sch. Dist.*, 28 PERB ¶ 3023 (1995); *Vestal CSD*, 30 PERB ¶ 3029, *aff'd*, 94 N.Y. 2d 409 (2000) (finding that printing services done pursuant to a COSER is a shared service within the meaning of the BOCES statute as an "other service," despite not being specifically enumerated, and such transfer to a BOCES is non-mandatory); see also N.Y. Educ. Law § 1950(4)(d)(1) (stating, "At the request of component school districts, and with the approval of the com-

missioner, provide any of the following services on a cooperative basis...and such other services as the commissioner may approve"). Therefore, a district can unilaterally send any position that is offered by a BOCES, even if the position is not specifically listed in the statute, to a BOCES.

Although a district can transfer exclusive unit work to a BOCES, certain district employees have protections under Education Law § 3014-a and Civil Service Law § 70. Education Law § 3014-a requires that all affected teachers, teaching assistants and teacher aides be considered an employee of the BOCES if there are available positions. If there are no available positions at the BOCES, teachers, teaching assistants and teacher aides must be placed on a preferred eligibility list (PEL) for a period of seven years. In addition, for BOCES transfers involving non-instructional work, Civil Service Law § 70 requires competitive class civil service positions<sup>1</sup> to be transferred from the district to the BOCES based on seniority if they are "necessary" (i.e., there are positions available at the BOCES). If there are no available positions at the BOCES, these competitive class employees must be placed on a PEL. Finally, administrative positions do not have protections during a BOCES transfer, so these positions should be abolished by the district and the affected administrator(s) placed on a PEL.

Even though districts can transfer work to a BOCES, they must remember that unions may demand impact bargaining. As with any demand to impact bargain, the district should meet with the unit in good faith and listen to any requests the unit may have, but the district has no obligation to make any agreements. Finally, these types of transfers only apply to BOCES programs - districts may have to negotiate any transfers to outside agencies, pending contractual language and/or practice (i.e., transportation and food service). For assistance in dealing with any of these issues, please reach out to our office.

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<sup>1</sup> Civil Service Law § 70 does not apply to non-competitive or labor class positions, but contractual language discussing layoff/recall, if any, should be followed.

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
BOCES	2.25	2.50	2.70	2.75	2.80	2.80	1.99	1.99				2.45
Auburn	2.60	2.60	2.60	2.70	2.75	2.80	2.85					2.64
Cato-Meridian	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	2.80	2.80	2.80	2.80	4.00	4.00	4.00			3.07
Moravia	2.50	2.50	2.90	2.85	2.80	2.80	2.80	2.80				2.71
Port Byron	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88	3.75 +\$600.	3.75		2.77
Skaneateles	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60				3.08
So. Cayuga	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900					2.63
Union Springs	2.50	2.50	2.50	2.75	2.80	2.85	2.85	2.88	2.99			2.66
Weedsport	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00				2.67
	<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	\$2,000	3.00	3.00	3.00					2.86
Deposit	3.00	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00				2.90
Maine-Endwell	2.95	2.95	2.95	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96		3.15
Owego-Apal.	2.95	2.85	2.75	3.00	3.50	3.00	3.00					2.82
Union-Endicott	2.60	2.90	2.90	3.50	3.50	3.00	3.00					3.01
Vestal	2.95	2.95	3.00	3.00	3.00	3.00	3.00	3.15	3.20			3.02
Whitney Point	2.50	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00			2.80
	<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	3.20	4.00	4.00	4.00	4.00	3.00					3.60
OSWEGO BOCES												
Hannibal	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	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	3.05	3.13	4.42	4.25	4.14	3.31					3.54
Groton	2.70	2.70	6.00	6.00	3.00	3.00	3.00	3.50				3.61
Lansing	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50			3.22
Newfield	2.75	2.50	3.25	3.00	3.25	3.00	3.00	3.75	4.00	4.25		3.20
South Seneca	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50				3.02
Trumansburg	2.50	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00			3.28
	<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

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
Clyde-Savannah	2.25	3.50	3.25	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25		3.06
Dundee	3.30	3.40	2.50	4.00	3.25	3.25	2.75	2.75	2.75	2.75		3.06
Gananda	3.00	3.00	3.20	3.10	3.20	3.40						3.09
Geneva	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70				2.80
Gorham-Middlesex	2.50	3.00	3.00	3.00	3.00							2.83
Honeoye	2.75	2.90	3.30	3.30	3.35	3.45	3.60	3.60	3.50	3.40		3.25
Lyons	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	2.50	3.00	2.50	2.50	2.50	4.50	4.50	4.00	4.00			3.20
Naples	2.50	2.50	2.60	3.50	3.45	3.35	3.25	3.50	3.50			3.04
Newark	3.00	3.00	3.00	3.25	3.10	3.20	3.30	3.30	3.30	3.30		3.10
Palmyra-Macedon	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	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125				2.61
Phelps-CI Springs	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90				2.94
Romulus	5.00	3.00	3.00	3.00	2.75	2.75	2.75	3.75	3.75			3.13
Seneca Falls	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200				2.66
Sodus	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	1.95	3.00	3.00	3.50	3.50	3.25	3.25					2.90
Wayne	3.50	4.00	2.50	3.00	3.00	3.00	3.00	3.50	3.50			3.22
Williamson	2.50	2.60	2.50	3.00	3.00	3.75	3.15	3.80	3.50	3.25	3.25	3.12
	<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>3.42</b>	<b>3.47</b>	<b>3.26</b>	<b>3.25</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>												
	<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>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
<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	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.80
Teacher Aides	2.70	2.70	50¢/hr	50¢/hr	3.00	3.00	3.75	\$1/hr	\$1/hr	\$1/hr		2.99

**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>3.51</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.
2022	5.3%	5.1%											
2021	9.3%	9.2%	8.3%	7.7%	7.0%	7.5%	7.1%	6.7%	5.7%	5.3%	4.9%	4.5%	6.9%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.2%											
2021	6.6%	6.8%	6.2%	5.4%	4.9%	5.4%	5.2%	4.8%	4.0%	3.8%	3.4%	3.1%	5.0%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.3%											
2021	6.6%	6.6%	6.1%	5.0%	4.5%	4.9%	4.8%	4.6%	3.7%	3.5%	3.3%	3.0%	4.7%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.5%	4.6%											
2021	7.1%	7.2%	6.5%	5.5%	5.0%	5.7%	5.5%	5.0%	4.2%	4.0%	3.6%	3.4%	5.2%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	2.8%	3.0%											
2021	4.9%	4.8%	4.2%	3.7%	3.5%	4.4%	4.3%	3.9%	3.1%	3.0%	2.5%	2.2%	3.7%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.6%	3.9%											
2021	5.8%	6.2%	5.7%	4.8%	4.2%	4.7%	4.4%	4.1%	3.4%	3.2%	2.9%	2.7%	4.3%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.9%	4.1%											
2021	6.6%	6.7%	6.1%	5.4%	4.9%	5.4%	5.1%	4.8%	4.0%	3.7%	3.4%	3.0%	4.9%

*\* Please note that 2021 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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## February 2022

### NY-Northeastern New Jersey Area

1. All Urban Consumers	301.151	0.3	5.1
2. Urban Wage Earners & Clerical Workers	297.028	0.3	5.7

### U.S. City Average

1. All Urban Consumers	283.716	0.9	7.9
2. Urban Wage Earner & Clerical Workers	278.943	1.0	8.6

## March 2022

### NY-Northeastern New Jersey Area

1. All Urban Consumers	305.024	1.3	6.1
2. Urban Wage Earners & Clerical Workers	300.890	1.3	6.8

### U.S. City Average

1. All Urban Consumers	287.504	1.3	8.5
2. Urban Wage Earners & Clerical Workers	283.176	1.5	9.4

# 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	278.9	8.6	283.7	7.9	297.0	5.7	301.2	5.1
Mar-22	283.2	9.4	287.5	8.5	300.9	6.8	305.0	6.1
Apr-22								
May-22								
Jun-22								
Jul-22								
Aug-22								
Sep-22								
Oct-22								
Nov-22								
Dec-22								

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Auburn, NY 13021-9430  
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Simply go to our website at [www.cayboces.org](http://www.cayboces.org), navigate through Professional Services, then Labor Relations, then click the link to “The Advocate” newsletter.

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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 Relations and Civil Rights Compliance Officer  
1879 West Genesee Street Road  
Auburn, NY 13021  
(315) 255-7683  
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