



# THE ADVOCATE

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50 years.

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## Seniority and Uncertified Work

More than ever districts are relying on uncertified staff, or certified staff working outside of their certifications, to educate students. This presents unique challenges when calculating staff seniority in the tenure area and seniority in the system. This article will address recent Commissioner's decisions that elucidate how to appropriately calculate these various categories.

The Commissioner has reasoned that time spent working in a specific tenure area while uncertified counts towards seniority in that tenure area. This is most relevant when a position is abolished. The relevant law reads "whenever a board of education abolishes a position under this chapter, the services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued." New York State Education Law, §2510 (2). This works in conjunction with §3013 (2) which reads that whenever a position is abolished "under this chapter, the services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued."

The Commissioner has reasoned that, citing these two sections, "it is the actual nature of the position that must be considered. The certification, proper or improper, and the tenure status of the holder of the position, correctly determined or otherwise, are not controlling." Appeal of Tyner, Decision No. 17, 011 (December 9, 2016). This reasoning originally comes from two (2) Third Department decisions where the actual duties of the positions were analyzed to determine what seniority in what tenure area existed for several different positions. See, Lynch v. Nyquist, 41 A.D.2d 363 (3<sup>rd</sup> Dept. 1973); Abdallah, et al., v. Board of Education of the Massena Central Schools, 61 A.D.2d 1096 (3<sup>rd</sup> Dept. 1978). The following year the Commissioner clarified their position, and stated explicitly that "in the context of determining which position within a tenure area is to be abolished pursuant to Education

Law §§2510(2) or 3013(2), seniority credit shall be awarded for time served in a position for which the teacher did not hold proper certification, at the time, because certification is not controlling in determining seniority credit for this purpose." Appeal of McGrath, Decision No. 17,140 (August 9, 2017).

Taken as a whole this means that time spent working while uncertified but in an appointed tenure area counts towards seniority in the tenure area. Practically speaking, if a District is in a situation where uncertified staff are employed, any time spent working in a tenure area while uncertified should count towards seniority in the tenure area, for determining which position must be eliminated pursuant to a layoff or abolishment. Once employees have achieved full certification, if the District wishes to appoint them, they should be notified of the date of their appointment, and that the probationary period runs from that appointment date. This does mean that an employee can have significant seniority in a tenure area before actually beginning their probationary period. These cases are also a helpful reminder that tracking duties performed is important, because it is the qualifying factor when deciding where employees have spent their time and therefore earned seniority.

However, time spent teaching while uncertified does not count towards the tenure probationary period. In Sisson v. Johnson City, the Appellate Division, Third Department, awarded a teacher tenure by estoppel when she worked beyond the end of her 3-year probationary appointment with the board of education having failed to take any action to grant or deny tenure. 206 A.D.3d 1116 (3<sup>rd</sup> Dept. 2022). Significantly, the Court did not grant credit towards tenure for time spent teaching while uncertified, and so effectively stated within its decision that time spent teaching will not count towards tenure when a teacher lacks appropriate certification. Districts should be aware not to count time spent in an uncertified status towards tenure and where appropriate extend a teacher's original probationary appointment via board resolution, with written notice to the teacher of the board's action.

As it always has, any service in the system is determinative of where to place excised employees on a preferred eligibility list. See, Appeal of Marisco, Decision No. 16,158 (September 30, 2010).

We appreciate this topic can be confusing and fact specific, and so encourage you to reach out to our office with any questions or concerns.

## **Student Suspension Letters: How Should They Be Delivered?**

In cases of short-term and long-term student suspensions, it is clear that parents and/or guardians must be provided with reasonable notice of the alleged misconduct. Where proposed suspensions are not longer than five (5) days, Education Law Section 3214(3) (b) expressly provides that:

...the suspending authority shall provide the pupil with notice of the charged misconduct. If the pupil denies the misconduct, the suspending authority shall provide an explanation of the basis for the suspension. The pupil and the person in parental relation to the pupil shall, on request, be given an opportunity for an informal conference with the principal at which the pupil and/or person in parental relation shall be authorized to present the pupil's version of the event and to ask questions of the complaining witnesses. The aforesaid notice and opportunity for an informal conference shall take place prior to suspension of the pupil unless the pupil's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the pupil's notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

Where proposed suspensions are for periods longer than five (5) days, Education Law Section 3214(3)(c) directs that the students:

...shall have had an opportunity for a fair hearing, upon reasonable notice, at which such pupil shall have the right of representation by counsel, with the right to question witnesses against such pupil and to present witnesses and other evidence on his or her behalf....

Expanding on the Education Law, Title 8 of the New York Code of Rules and Regulations, Section 100.2 adds more clarity to the requirement for "reasonable notice," by specifically expressing how notices should be given. With regards to short-term suspensions, subsection 4 of Section 100.2 states that notices:

...shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of the decision to propose suspension at the last known address or addresses of the parents or persons in parental relation....Where possible, notification shall also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents or persons in parental relation.

Still, the regulations leave room for interpretation within the phrase "or equivalent means reasonably calculated to assure receipt of such notice within 24 hours." To this end, the Commissioner of Education has provided guidance in her decisions.

For example, in multiple decisions, the Commissioner has repeatedly held that delivery of written notices by regular mail does not satisfy the regulations. Appeal of L.D. and M.D., on behalf of their child, from action of the Board of Education of the East Moriches Union Free School District regarding student discipline, 64 Ed.Dept. Decision No. 18502 (October 7, 2024). The Commissioner has also held that verbal notification, such as by a telephone call with a parent is insufficient. Appeal of L.D. and M.D.

The Commissioner has even addressed the question of whether emails would suffice for providing notice and that answer is, no,

not without prior parental consent. In the Appeal of J.B.W., on behalf of her child, from action of the Board of Education of the City School District of the City of Buffalo regarding student discipline, 62 Ed. Dept., Decision No. 18205 (October 18, 2022), the Commissioner specifically considered whether an email was sufficient as the sole means of delivery of a short-term suspension notice. In this case, the principal for the district provided the short-term suspension notice as an email attachment, which the school district argued was enough to satisfy the regulations. The Commissioner disagreed. She held that it was not sufficient since the school district failed to explain why the email took nearly 48 hours to transmit. The Commissioner further included a significant footnote in the Appeal of J.B.W., stating that:

The email communication could not have served the purpose of the written notice here because (1) respondent did not provide petitioner's prior consent to receive district communication via email; and (2) the petitioner asserted that she was "unable to open the emailed suspension letter."

By the decision in Appeal of J.B.W., the Commissioner made it clear that email should not be used as a sole means of delivery for suspension notices, where there is no prior parental consent for such delivery and, where there is no proof of delivery and receipt within 24 hours.

The Commissioner has not yet issued decisions addressing whether delivery by other digital methods, such as noticing by ParentSquare, would be considered "equivalent means." Yet, it is likely that the same rationale that has been applied to email delivery would apply to other means of electronic delivery and create a barrier to sufficient notice. Accordingly, for now, personal delivery and express mail delivery of student suspension notices remain the most reliable way to ensure regulatory compliance.

The Office of Labor Relations regularly reviews Commissioner Decisions relating to Student Discipline and will update districts accordingly. Please reach out if you have any questions or concerns.

## A Note From NYSTRS About Returning Retirees

The New York State Teachers' Retirement System released its May 2025 Reporting Tips, which includes guidance of how retirees must have a break in service before returning to public service. The document further explains that retirees who plan to work in public service in retirement "must retire completely – off the payroll and not employed in any NYS public position – for at least one full business day before returning to work." It goes on to explain that "eligibility for retirement... requires a complete separation from all NYS public employment."

NYSTRS advised that meeting this condition requires a member to 1) resign from all public employment and begin collecting a pension, 2) be removed from payroll and remain fully retired for one full business day before returning, and 3) *not sign a new contract, agreement or commitment for NYS public employment until after their official retirement date. If a member signs paperwork or commits to post-retirement work before effectively retiring, they risk losing pension eligibility.* (emphasis added). The document also states that these agreements will be met with increased scrutiny, which appears to be related to the extended earnings waiver.

Practically speaking, according to the NYSTRS guidance, employees must be fully retired and drawing their pension before agreeing contractually to any form of public service in retirement. No documents should be signed, and no board action should occur, until both requirements have been met. To do so beforehand places the individual at risk of losing their pension eligibility. It also runs the risk of attracting attention from the retirement system, which may place further administrative burdens on your district. Please reach out to our office with any questions or concerns.

# RECENT AREA TEACHER CONTRACT SETTLEMENTS

## CAYUGA-ONONDAGA BOCES

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	AVG.
BOCES	2.75	2.80	2.80	1.99	4.00	4.00	4.00					3.19
Auburn	2.70	2.75	2.80	2.85	4.00	4.00	4.00	4.00				3.39
Cato-Meridian	2.85	2.85	2.70	3.50	3.25	3.00	4.00	3.70	3.40			3.25
Jordan-Elbridge	2.80	2.80	2.80	4.00	4.00	4.00	3.50	3.50	3.50			3.43
Moravia	2.85	2.80	2.80	2.80	4.25	4.25	4.25					3.43
Port Byron	2.60	2.88	2.88	2.88	2.88	3.75 +\$600	3.75	3.90	3.85	3.80		3.27
Skaneateles	3.10	3.00	3.40	3.60	3.60	4.00	4.00	4.00	4.00			3.63
So. Cayuga	2.75	\$1,900	3.00	\$1,900	4.75	4.50	4.10	3.75				3.81
Union Springs	2.75	2.80	2.85	2.85	2.88	2.99	4.00	3.85	3.75			3.19
Weedsport	2.75	2.75	2.75	3.00	3.00	3.00	3.25	3.25				2.97
	2.79	2.83	2.88	3.05	3.66	3.75	3.89	3.74	3.70	3.80		

## BROOME-TIOGA BOCES

Chenango Valley	\$2,000	3.00	3.00	3.00	4.0+ \$1250	4.25	3.25	4.00	4.00			3.42
Deposit	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	3.00	3.00	3.00				3.00
Maine-Endwell	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96					3.31
Owego-Apal.	3.00	3.50	3.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00		3.60
Union-Endicott	3.50	3.50	3.00	3.00	4.00	4.00	4.00					3.57
Vestal	3.00	3.00	3.00	3.00	3.15	3.20						3.06
	3.09	3.13	3.02	3.38	3.53	3.57	3.44	3.67	4.00	4.00		

## DELAWARE-CHENANGO-MADISON-OTSEGO BOCES

Sidney	4.00	4.00	4.00	3.00	4.00	4.00	4.00					3.86
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## OSWEGO BOCES

Hannibal	3.00	3.00	3.00	3.00	3.00	3.00	3.00	5.00	4.00	4.00	3.50	3.41
Phoenix		3.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00			3.50
	3.00	3.00	3.00	3.00	3.00	3.50	3.50	4.00	4.00	4.00	3.50	

## TOMPKINS-SENECA-TIOGA BOCES

Candor	2.0 + \$44/step	2.0 + \$44/step	1.25	2.0 + \$45/step	2.0 + \$45/step	3.50						2.38
Dryden	4.42	4.25	4.14	3.31	\$200 + 4.80	\$200 + 4.80	\$200 + 4.80					4.03
Groton	6.00	3.00	3.00	3.00	3.50	7.00	4.50	4.00	4.00			4.22
Newfield	3.00	3.25	3.00	3.00	3.75	4.00	4.25					3.46
South Seneca	3.25	3.50	3.50	3.50	3.50	7.00	6.00	5.50				4.47
Trumansburg	3.50	3.50	3.00	3.25	3.75	4.00	3.00	4.00	4.50			3.61
	4.03	3.60	2.98	3.21	3.63	5.10	4.44	4.50	4.25			

# RECENT AREA TEACHER CONTRACT SETTLEMENTS

## WAYNE - FINGER LAKES BOCES

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	AVG.
Clyde-Savannah	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25					3.22
Dundee	4.00	3.25	3.25	2.75	2.75	2.75	5.50	5.00	4.00			3.69
Gananda	3.10	3.20	3.40	3.00	5.00	5.00	4.00	4.00				3.81
Geneva	2.50	3.00	2.50	2.50	2.70	4.00	4.00	3.70	3.20			3.12
Gorham-Middlesex	3.00	3.00	3.20	3.50	3.50	3.50	4.50	4.50	4.50			3.69
Honeoye	3.30	3.35	3.45	3.60	3.60	3.50	3.40					3.46
Lyons	2.90 + \$200	3.10*	3.30*	5.10	3.60	3.60	3.60					3.72
Manchester-Shortsville	2.50	2.50	4.50	4.50	4.00	4.00	4.25	4.00	4.00			3.81
Naples	3.50	3.45	3.35	3.25	3.50	3.50	4.25	4.25	4.25	4.00		3.73
Newark	3.25	3.10	3.20	3.30	3.30	3.30	3.30					3.25
Palmyra-Macedon	2.75	3.25	3.25	3.25	3.25	3.50	4.25	4.25	4.25	4.25	4.00	3.47
Penn Yan	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125	4.00 + \$1500	4.00	4.00				3.40
Phelps-Cl Springs	3.00	3.00	3.00	3.60	3.90	3.40	3.75	3.60	3.50			3.42
Red Creek	3.00	2.50			3.90 + \$600	3.90 + \$600	3.90 + \$600					3.44
Romulus	3.00	2.75	2.75	2.75	3.75	3.75	4.00	4.00	4.00	4.00		3.34
Seneca Falls	2.00	3.00	3.00	3.00	3.80	3.60	3.30	+1,200	4.00	4.00	4.00	3.34
Sodus	3.30	3.00	3.00	3.00	3.00	3.95	3.75	3.00	3.00			3.22
		* 2019-20, 2020-21, 2021-22, and 2022-23 or 2% off schedule, or \$12,000 if applicable				* Off Schedule: 2023-24: 3.45%, 2024-25: 3.25%, and 2025-26: 3.0%						
Waterloo	3.50	3.50	3.25	3.25	4.00	4.00	4.00	4.00				3.69
Wayne	3.00	3.00	3.00	3.00	3.50	3.50	4.25	4.00	4.00	3.75		3.50
Williamson	3.00	3.00	3.75	3.15	3.80	3.50	3.25	3.25				3.34
	3.05	3.05	3.23	3.32	3.58	3.68	3.93	3.97	3.88	4.00	4.00	

\* 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											
CAYUGA-ONONDAGA BOCES											
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Avg.
<b>BOCES</b>											
Aides (CSEA)	2.75	2.80	1.99	1.99	1.99	3.00	3.85				2.62
Non-Instructional	2.80	2.80	1.99	4.00	4.00	4.00	3.85	3.85	3.85		3.46
<b>Auburn</b>											
Aides/Clerical (NYSUT)	2.90	2.85	2.80	2.75	2.75	2.75	\$2/hr				2.80
Bus Drivers (CSEA)	2.95	2.95	2.95	2.90	2.90	4.00	4.00	4.00	3.00	3.00	3.27
Cust/Maint. (CSEA)	2.95	2.95	2.95	2.90	2.90	4.00	4.00	4.00	3.00	3.00	3.27
Nurses (SEIU)	2.50	2.50	2.50	2.50	2.50	2.50	2.50	3.00	3.00		2.61
<b>Cato-Meridian</b>											
Aides/Ass'ts (SEIU)	45¢/hr	45¢/hr	7.00	10.00	10.00	4.00	4.00	4.00			6.50
Bus Drivers (CSEA)	2.25	2.25	10.00	3.00	3.00	3.00					3.92
Cust./Maint. (CSEA)	2.25	2.25	5.00	3.00	3.00	3.00					3.08
<b>Jordan-Elbridge</b>											
Aides/Clerical(SEIU)	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.50+4.0	\$1.50+4.0					3.00
Bus Drivers	3.00	3.00	3.00	4.00	4.00	4.00					3.50
Cust./Maint (SEIU)	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0					3.00
Cafeteria (SEIU)	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0					3.00
Transportation	3.00	3.00	3.00	4.00	4.00	4.00					3.50
<b>Moravia</b>			On 1/1/22 add \$1.40/hr								
Aides/Ass't (CSEA)	70¢/hr	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00				4.13
CSEA	70¢/hr	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00				4.13
<b>Port Byron</b>											
Aides (SEIU)	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00			4.00
Cust./Maint. (CSEA)	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00			4.00
Cafeteria (CSEA)	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00			4.00
Nurse (CSEA)	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00			4.00
Clerical (SEIU)	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00			4.00
<b>Skaneateles</b>											
Aides (CSEA)	3.00	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00		3.38
Tchr Ass't (CSEA)	3.00	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00		3.38
Cust./Maint (CSEA)	3.00	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00		3.38
Nurses (CSEA)	3.00	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00		3.38
Clerical (CSEA)	3.00	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00		3.38
<b>So. Cayuga</b>											
Aides (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Tchr. Ass't (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Bus Drivers (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Bus Mech (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Cust./Maint (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Cafeteria (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
CAYUGA-ONONDAGA BOCES cont'd											
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Avg.
<b>So. Cayuga cont'd</b>											
Nurses (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
Clerical (CSEA)	2.75	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr				3.13
<b>Union Springs</b>											
Aides (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750	2.50
Tchr. Ass'ts (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750	2.50
Bus Drivers (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	3.00
Bus Mech (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	3.00
Cust/Maint. (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	3.00
Cafeteria (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	3.00
Nurses (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750	2.50
Clerical (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$2,080	\$2,080	\$2,080	\$2,080	2.50
	*+\$250										
<b>Weedsport</b>											
Aides (CSEA)	2.75	2.75	2.75	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.04
Bus Drivers (CSEA)	2.75	2.75	\$5/hr	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.04
Bus Mech (CSEA)	2.75	2.75	\$5/hr	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.04
Cust/Maint. (CSEA)	2.75	2.75	2.75	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.04
<b>C-O BOCES Avg.</b>	<b>2.84</b>	<b>2.83</b>	<b>3.45</b>	<b>3.32</b>	<b>3.49</b>	<b>3.90</b>	<b>3.88</b>	<b>3.83</b>	<b>3.65</b>	<b>3.00</b>	
<b>BROOME-TIOGA BOCES</b>											
<b>Chenango Valley</b>											
Non-Instruct. (NYSUT)	3.00	3.0 or 70¢/hr	3.0 or \$1/hr	3.0 or 70¢/hr	3.0 or 70¢/hr						3.00
<b>Deposit</b>											
CSEA	\$1/hr	4.00	50¢/hr	\$2/hr	\$1.25/hr	\$1.25/hr					4.00
<b>Maine-Endwell</b>											
Cust./Maint.	60¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr					
Supp Staff	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr					
Transp	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr						3.25
<b>Owego-Apalachin</b>											
NYSUT	2.85	2.85	4.99 + 30¢/hr	4.99 + 30¢/hr	4.99 + 30¢/hr	4.00 + 25¢/hr	4.00 + 10¢/hr	4.00 + 10¢/hr			4.08
<b>Union Endicott</b>											
Cafe. Workers	*3.00	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00				3.50
Cent Office	3.00	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00				3.40
Comp & Tech	3.00	3.00	3.00								3.00
Dist Office	3.00	3.00	3.00								3.00
Maint. Workers	3.00	2.00	2.00	\$1500 + 4.00	\$1500 + 4.00	4.00	4.00				3.00
School Aides	*3.00	*3.00	12.9	3.00	3.00	3.00					5.48
Transp	3.00	3.00	3.00	\$2.50	\$1.50	\$1.50					3.00

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
BROOME-TIOGA BOCES cont'd											
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Avg.
<b>Vestal</b>											
Paraprofessional	3.00	3.00		\$1.25	90¢/hr	80¢/hr	75¢/hr				3.00
Employees	0.00	0.00	10.0	\$3.00	\$1.00	\$1.00					3.33
<b>B-T BOCES Avg</b>	<b>2.61</b>	<b>2.65</b>	<b>5.24</b>	<b>4.00</b>	<b>4.00</b>	<b>3.80</b>	<b>4.00</b>	<b>4.00</b>			
<b>OSWEGO BOCES</b>											
<b>Hannibal</b>											
CSEA	3.00	3.00	2.25	2.00	\$1.75	\$1.75	\$1.50	\$1.50			2.56
HEA	3.00	3.00	3.00	3.00	3.00	3.00	3.00				3.00
<b>TOMPKINS-SENECA-TIOGA BOCES</b>											
<b>Dryden</b>					+ \$1.25/hour						
NYSUT	3.50	3.00	3.80	3.80	5.00	5.00	5.00				4.16
<b>Groton</b>											
CSEA	\$1.50/hr	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00				3.00
<b>Newfield</b>			+ 25¢/hr			+ 50¢/hr					
CSEA	3.00	3.00	4.50	4.50	\$ to base	3.00	3.00				3.50
<b>South Seneca</b>											
Local	\$1.40-\$2.00/hr	3.50	2.50	2.50							2.83
<b>Trumansburg</b>											
Local	3.00	3.25	3.00	3.25	3.50	3.50	4.00				3.36
<b>T-S-T BOCES Avg.</b>	<b>3.17</b>	<b>3.15</b>	<b>3.45</b>	<b>3.51</b>	<b>4.25</b>	<b>3.63</b>	<b>3.75</b>				
<b>WAYNE-FINGER LAKES BOCES</b>											
<b>Clyde-Savannah</b>			* 1.5% - 3%, based on years								
Supp Pers (CSEA)	3.50	2.50	*+70¢/hr	2.50	2.50	2.50	4.00	3.75	3.75		3.13
Transp.	3.50	75¢/hr	3.00	1.50	0.00*	*\$/hr	3.50	3.25			2.35
			*up to \$28.50/hr based on yrs			*up to \$34/hr based on yrs					
<b>Dundee</b>											
CSEA	4.00	4.00	4.00	\$1.80	4.00	4.00	4.00				4.00
<b>Gananda</b>											
CSEA	75¢/hr	\$1.25/hr	75¢/hr	\$1.10/hr or 3.8%	4.00	4.00	4.00				4.00
<b>Geneva</b>											
CSEA	75¢/hr	75¢/hr	75¢/hr	\$1/hr	\$1/hr	4.00	4.00	3.60			3.87
<b>Gorham-Middlesex (NYSUT)</b>											
Bus Drivers	\$1/hr	\$1/hr	\$1/hr	\$3/hr	\$1/hr	\$1/hr	\$1/hr				
Cust./F Serv	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr					3.00
Teacher Aides	3.00	3.00	3.75	\$1/hr	\$1/hr	\$1/hr					3.25
<b>Honeoye</b>			*+\$/hr based on years		*+\$.30-1.20/hr based on years						
NYSUT	3.50	3.35	*3.30	3.30	*3.50	3.00	3.00				3.23

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
WAYNE-FINGER LAKES BOCES con't											
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Avg.
<b>Lyons</b>											
NYSUT	2.90	2.90	2.90	2.90	2.90	2.90	6.00	6.00	6.00		3.93
	+70¢/hr	+70¢/hr	+70¢/hr	+90¢/hr	+90¢/hr	+90¢/hr					
<b>Manchester-S'ville</b>											
CSEA	30¢/hr	60¢/hr	70¢/hr	70¢/hr	\$1/hr	\$1/hr	\$1/hr				
<b>Naples</b>					* greater of		* greater of				
CSEA	3.50	3.50	3.75	3.90	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr			3.78
<b>Newark</b>											
Custodians (CSEA)	2.90	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr					2.83
Tchr Aides/Asst (NYSUT)	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr	2.5 + 55¢/hr	2.5 + 65¢/hr	2.5 + 75¢/hr					2.70
	* OR Salary Rate										
<b>Palmyra-Macedon</b>											
CSEA, salary	\$2,500	\$2,500	\$2,600 or 3.50	\$2,080 or 3.50	3.50						3.50
CSEA, hourly	\$1.20/hr	\$1.20/hr	\$1.25/hr or 3.50	\$1.00/hr or 3.50	3.50						3.50
<b>Penn Yan</b>						+\$1.15					
CSEA	3.00	3.00	3.00	3.00	3.00	4.00	4.00	4.00			3.29
<b>Phelps-CI Springs</b>			On 1/1/22 add \$2.50/hr								
Nurses/Food Serv/Bus Driver/Maint	2.25	3.50	3.50	2.00	2.50	2.50					2.71
Aides/Clerical	3.00	4.30	4.50	4.50	4.00	4.00	4.25	4.25			4.10
<b>Red Creek</b>											
CSEA	3.00	+60¢/hr	3.00	4.50	4.00	+\$1.50	+\$1.50	4.00			3.70
<b>Romulus</b>											
CSEA	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	\$1.50/hr	3.00	3.00	2.75				2.92
	48¢/hr	48¢/hr	48¢/hr								
<b>Seneca Falls</b>											
NEA/NYSUT	3.00	3.00	2.50	2.00	3.30	3.30	3.30				2.91
<b>Sodus</b>					+50-75¢						
CSEA	3.25	3.00	3.00	3.00	3.00	3.50	3.50	3.75			3.25
<b>Waterloo</b>											
NEA/NYSUT	3.00	3.00	3.00	% based on YOS	4.00	4.00	4.00				3.50
<b>Wayne</b>											
CSEA	5.00	4.25	4.00	4.00	4.00	4.00	3.75	3.50			4.06
	or \$1/hr										
<b>Williamson</b>											
CSEA	3.00	3.00	3.00	2.75	2.75	2.75					2.88
<b>WFL BOCES Avg.</b>	<b>3.11</b>	<b>3.35</b>	<b>3.45</b>	<b>2.97</b>	<b>3.07</b>	<b>3.28</b>	<b>3.89</b>	<b>4.04</b>	<b>4.88</b>		

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.6%	4.3%	4.1%	3.6%									
2024	4.3%	4.5%	4.2%	3.9%	4.2%	4.3%	4.9%	4.9%	4.0%	4.1%	4.2%	4.1%	4.3%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.2%	4.4%	3.9%	3.0%									
2024	4.4%	4.5%	4.2%	3.7%	3.8%	3.7%	4.1%	4.0%	3.1%	3.2%	3.3%	3.5%	3.8%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.6%	4.9%	4.3%	3.2%									
2024	4.5%	4.7%	4.3%	3.8%	3.6%	3.5%	4.2%	4.0%	3.0%	3.1%	3.2%	3.5%	3.8%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.8%	5.0%	4.4%	3.3%									
2024	5.0%	4.9%	4.5%	4.0%	4.1%	4.1%	4.6%	4.5%	3.4%	3.6%	3.6%	4.0%	4.2%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	3.4%	3.6%	3.3%	2.6%									
2024	3.5%	3.5%	3.2%	2.9%	3.5%	3.8%	3.9%	3.9%	2.9%	2.9%	3.0%	3.0%	3.3%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.2%	4.6%	4.0%	2.9%									
2024	4.4%	4.5%	4.1%	3.5%	3.4%	3.3%	3.6%	3.4%	2.7%	2.8%	2.9%	3.3%	3.5%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2025	4.1%	4.4%	3.9%	3.0%									
2024	4.3%	4.4%	4.1%	3.7%	3.8%	3.7%	4.1%	4.0%	3.1%	3.2%	3.3%	3.4%	3.8%

*\* Please note that 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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## March 2025

### NY-Northeastern New Jersey Area

1. All Urban Consumers	342.508	0.1	3.8
2. Urban Wage Earners & Clerical Workers	337.269	0.2	4.0

### U.S. City Average

1. All Urban Consumers	319.80	0.2	2.4
2. Urban Wage Earners & Clerical Workers	313.250	0.3	2.2

## April 2025

### NY-Northeastern New Jersey Area

1. All Urban Consumers	344.047	0.4	3.9
2. Urban Wage Earners & Clerical Workers	338.206	0.3	3.8

### U.S. City Average

1. All Urban Consumers	320.795	0.3	2.3
2. Urban Wage Earners & Clerical Workers	314.243	0.3	2.1

# 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-23	293.6	6.3	299.2	6.4	312.2	6.0	318.2	6.0
Feb-23	295.1	5.8	300.8	6.0	313.3	5.5	319.3	6.0
Mar-23	296.0	4.5	301.8	5.0	312.8	4.0	319.0	4.6
Apr-23	297.7	4.6	303.4	4.9	313.2	3.3	319.2	3.7
May-23	298.4	3.6	304.1	4.0	313.7	2.8	320.0	3.5
Jun-23	299.4	2.3	305.1	3.0	315.1	1.8	321.3	2.5
Jul-23	299.9	2.6	305.7	3.2	316.1	2.5	322.5	3.2
Aug-23	301.6	3.4	307.0	3.7	318.3	3.0	324.4	3.5
Sep-23	302.3	3.6	307.8	3.7	320.0	3.7	325.6	3.7
Oct-23	302.1	3.1	307.7	3.7	320.2	3.7	325.3	3.5
Nov-23	301.2	3.0	307.0	3.1	319..6	3.2	324.5	3.0
Dec-23	300.7	3.3	306.7	3.4	319.6	3.1	324.7	2.9
Jan-24	302.2	2.9	308.4	3.1	322.8	3.4	328.0	3.1
Feb-24	304.3	3.1	310.3	3.2	323.1	3.1	328.6	2.9
Mar-24	306.5	3.5	312.3	3.5	324.3	3.7	329.8	3.4
Apr-24	307.8	3.4	313.5	3.4	325.8	4.0	331.3	3.8
May-24	308.2	3.3	314.1	3.3	326.7	4.1	332.6	3.9
Jun-24	308.1	2.9	314.2	3.0	329.2	4.5	334.8	4.2
Jul-24	308.5	2.9	314.5	2.9	330.3	4.5	335.6	4.1
Aug-24	308.6	2.4	314.8	2.5	330.9	3.9	336.5	3.7
Sep-24	309.0	2.2	315.3	2.4	332.4	3.9	337.9	3.8
Oct-24	309.4	2.4	315.7	2.6	332.1	3.7	338.2	4.0
Nov-24	309.0	2.6	315.5	2.7	332.6	4.1	338.5	4.3
Dec-24	309.1	2.9	315.6	2.9	332.8	4.1	338.6	4.3
Jan-25	311.2	3.0	317.7	3.0	335.4	3.9	341.1	4.0
Feb-25	312.5	2.7	319.1	2.8	336.6	4.2	342.3	4.2
Mar-25	313.3	2.2	319.8	2.4	337.3	4.0	342.5	3.8
Apr-25	314.2	2.1	320.8	2.3	338.2	3.8	344.0	3.9
May-25								
Jun-25								
Jul-25								
Aug-25								
Sep-25								
Oct-25								
Nov-25								
Dec-25								

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The BOCES provides equal access to community and youth organizations.

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