



THE ADVOCATE

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Providing comprehensive
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MINIMUM WAGE INCREASE:

Beginning on January 1, 2026,
all employees in New York State
must receive at least
\$16.00 an hour.

As the Holiday Season Approaches...

A reminder that *Skoros v. City of New York, the New York City Department of Education et al*, 437 F.3d 1 (2d Cir 2006), remains good law in New York. In *Skoros*, the City of New York issued a "Holiday Display Memo," to all of its public schools providing that (a) the display of secular holiday symbol decorations was permitted; (b) holiday displays shall not appear to promote any single holiday; (c) holiday displays should be temporary in nature; and (d) the primary purpose of all holiday displays shall be to promote understanding for all individuals regarding their beliefs, values and customs. The U.S. Court of Appeals for the Second Circuit upheld the City's policy in *Skoros*.

The Second Circuit Court reasoned that the policy in *Skoros* was "plainly stated" to "foster a mutual understanding and respect for the many beliefs and customs," of our communities. It required that any decorations be displayed with other decorations reflecting different beliefs or customs, and, specifically stated that no school display was permitted to "appear to promote any single holiday."

While *Skoros* remains good law in New York State, following the Supreme Court's decision in *Kennedy v. Bremerton*, 597 U.S. 507 (2022), this area of law is ever changing. Schools should carefully ensure that any permitted holiday displays are inclusive of any relevant holidays or tradition and any rules or policies are evenly applied.

Lunch Breaks: Food for Thought

In September 2025, a Central New York nursing home agreed to pay up to \$2.4 million to workers who claimed that they were made to work through their lunches without pay. This settlement is a cautionary tale to all New York employers, both public and private, and a reminder that the law requires everyone to pause their workday for a meal.

New York Labor Law, Section 162 expressly states that non-factory workers, who work a shift of more than six (6) hours over the noon day period between 11 am and 2 pm, "shall be allowed at least thirty minutes for the noon day meal." Section 162 allows the Commissioner of the Department of Labor discretion to approve shorter meal periods, but this approval is conditioned upon a written application, investigation and the issuance of a permit. The investigation needs to show special circumstances and no undue hardship to employees.

The Department of Labor allows for another exception to the 30-minute lunch rule, which is referred to as the "One-Employee Shift" exception. This appears where there is only one person covering a shift in a specific job. In these cases, if it is customary for the employee to work through their lunch and they have voluntarily consented to do so, the Department of Labor will accept this as being compliant with Section 162. However, to demonstrate that voluntary consent has, in fact, been given, the employer must explain, in writing, the nature of the work that necessitates one-employee shifts and that the employee's meal period may be interrupted. Also, the employer must obtain a written acknowledgement from the employee setting forth when they were hired and at what point in time that the

employee would be expected to give up their uninterrupted meal period.

Employers and employees may also collectively bargain to waive the statutory requirements set forth in Section 162. The Court of Appeals set forth this rule *In the Matter of American Broadcasting Companies, Inc., v. Roberts*, 61 N.Y.2d 244 (1984), which remains good law. In this case, the Court held that Section 162 of the Labor Law “contains no express prohibition against waiver,” and that a waiver can be allowed where it is arrived at “in good faith negotiations,” which do not undermine the “legislative purpose to assure that workers received adequate rest and meal periods...” 61 N.Y.2d at 250. The Court held that where employers and employees bargain to waive the requirements under Section 162, they are allowed to do so, so long as workers are still given “an adequate opportunity to eat and rest.” 61 N.Y.2d at 248.

Regarding pay, employers are not required to pay for meal periods. This time is not counted as working time. However, employees must be paid if they “work through” a meal period, such as where they are the “one-shift employee,” or where it has been collectively bargained.

All employers should take time to review the operational policies they have in place regarding meal periods. It is important to determine whether there is compliance with Labor Law Section 162, or if there is an exception being applied, or if a waiver has been collectively bargained. Setting aside time for this review can benefit operations and save employers the significant expense of employee claims made pursuant to Labor Law Section 162.

Leroy v. Livingston Manor Central School District: **What the Second Circuit Says About Off-Campus Student Speech**

In a recent decision, the Second Circuit weighed in on when public schools may discipline students for otherwise constitutionally protected speech. Using an analysis that combines the two leading Supreme Court precedents, *Tinker* and *Mahanoy*, the Second Circuit has laid out a factually dependent test to determine when student speech loses the protection of the Constitution and can therefore be subject to discipline.

In *Leroy*, a student created a photograph off school grounds, after school hours, in a parking lot in April of 2021. In the photo, Leroy lays on the ground next to a car, with another student on the ground beside him mimicking a police officer kneeling on his back. The photo was intended to be a likeness of the images taken during the arrest and death of George Floyd. The photo was shared amongst the three students, and Leroy posted the photo on his Snapchat account with the caption “Cops got another.” This occurred on the same day that a jury began deliberating the case of Derek Chauvin, the police officer convicted for the murder of George Floyd. Leroy claims he did not recognize the connection until he discussed the photo with his friends, then felt it was not ok, and removed the post after it had been publicly viewable on his account for roughly seven minutes.

A different student took a screenshot of the photo on Leroy’s account, and it spread amongst the school and local community. The result to the District included twenty-three (23) emails about the image, District staff having in class discussions with

students, hosting an assembly for students in grades 7 to 12 which lasted fifteen to twenty minutes, a planned student demonstration in support of Mr. Floyd, and a follow up discussion. The District also hosted two days of staff training on implicit bias.

A Superintendent's hearing was held alleging Leroy was "posting racially offensive material on social media on or about March 25, 2021, and April 19, 2021, which resulted in a substantial disruption to the school environment." The hearing officer found substantial and competent evidence, and Leroy was suspended through May 21. He was also suspended from all extracurriculars for the remainder of the academic year. However, Leroy returned early after signing a behavior contract. Leroy sued and lost at the District Court, who reasoned that the disruption caused by the behavior was sufficiently substantial to render the behavior outside of the protections of the First Amendment.

The Second Circuit disagreed and overturned the decision. Citing both *Tinker* and the recent decision in *Mahanoy*, the Court started by affirming that "the school's regulatory interests remain significant in some off-campus circumstances", but nonetheless, they concluded that "Leroy's off-campus speech fell outside the bounds of the school's regulatory authority." The Second Circuit took a three-factor approach to their analysis by looking at 1) the nature of the speech, 2) where, when, and how the student spoke, and 3) the school's interests in regulating speech.

Looking at the first factor, the Court reasoned that Leroy's speech could not be considered a threat, fighting words, or obscene, to such a degree that the speech on its own loses the protection of the First Amendment. The Court noted that while the speech may have left people feeling "unsafe", it did not rise to the level of a "true threat." A true threat could warrant

punishment, but absent that, the analysis turns to the circumstances of the speech and its connection to school.

Turning to the second fact, the Court noted that Leroy's actions were outside of school hours, off campus, did not identify the school, did not target any member of the school community, and he transmitted the message to a private group through a private cellphone. For all these reasons, the Court reasoned the speech lacked any "meaningful" connection to school. While acknowledging that social media inherently creates a wider audience, by looking at the *Mahanoy* case the Court reasoned there is a distinction between on and off campus social media use, noting that each required different levels of scrutiny. Finally, the Court reasoned that allowing a district to regulate on and off campus speech in the same manner risks preventing students from "engaging in that kind of speech at all", which is unconstitutional.

Looking at the final factor, the Court reasoned that the school's stated interest was motivated in part by the perception of the images, the hope that Leroy may learn a valuable lesson and addressing racially offensive student speech and conduct. First, the Court reasoned that the District's stated interest was weakened by the fact that speech occurred off campus and on Leroy's own time, meaning the District did not at that time stand in place of the parent. For these reasons, the District's interest was insufficient to overcome Leroy's interest in free expression. Next, the Court stated that the District had other means to accomplish their stated goals and noted each of the steps that the District took in this case as an example of alternative means to meet the stated goals which did not restrict speech. This disruption, which the Court found insufficient, was also due to the District's independent decision making, and not directly due to Leroy's actions.

The Court also dismissed any argument

that there was a disruption, as the result was a fifteen- to twenty-minute-long assembly, and a nine-minute student demonstration. Quoting *Mahanoy*, the Court reasoned that “to justify prohibition of a particular expression of opinion, a school must be able to show that its action was caused by something more than the mere desire to avoid the discomfort and unpleasantness that always accompany an unpopular viewpoint.” Arguing further, the Court reasoned “tying a student speaker’s constitutional right to free expression solely to the reaction that speech garners from upset or angry listeners cannot be squared with” the principle of encouraging free expression.

The Court noted that on- or off-campus speech can be a disruption and lose protection where it involves “invasion of the rights of others” which includes making students feel unsafe on campus. These feelings must be balanced with the student’s right to free expression. The result being a district “may sometimes restrict or penalize off-campus speech because it is threatening, but they cannot do so because it is offensive.” The court here reasoned that Leroy’s speech was offensive, but not threatening, and so not a disruption in this way.

“[...] in sum balancing (i) the nature of Leroy’s speech, (ii) when, where, and how he spoke, and (iii) the school’s interest in teaching racial sensitivity, in preventing disruption in school, and in protecting the school community – we conclude that the school’s interest here do not justify the regulation of Leroy’s speech, which otherwise would be protected by the First Amendment.”

This case provides several valuable takeaways. First, the Court stresses that speech must have some connection to the campus. That something was said which someone somewhere may find offensive is not enough to justify regulating student

speech, either on or off campus. Without some kind of significant impact to the school community or the safety of the school community, speech is inherently protected. In short, the Constitution cares more about impact than feelings. Second, schools may almost always regulate threatening speech, but offensive speech is not the same as threatening speech. Students may have real fears of safety or hurt which, standing alone, will not always raise speech to a level that permits punishment. Third, not all disruption is equal. The Court made clear that the cited disruption was the district’s choice and not necessarily required as a response to the speech. For this reason, the disruption itself was insufficient to justify the action taken.

The final major takeaway: every situation is fact specific and requires its own analysis and application; considering the nature of the speech, the when, where, how, and why of the speech, and the school’s interest in protecting the school community and preventing disruption. Being offensive is not enough, it must be connected to the school and sufficiently threatening or offensive to warrant intrusion on an otherwise constitutionally protected right.

The Court’s decision mirrors recent Commissioner precedent, being that without a connection to the school and a real effect therein, a district will lack sufficient cause to punish a student. It is wise in any situation for the district to look for a connection to the school, and a real impact due to the student’s behavior based on safety or learning disruption, and not the district’s own response. This does not mean that off-campus speech is protected from discipline, but it does mean the bar is high and districts should be cautious before suspending a student. Where discipline is sought purely for speech, we encourage you to apply this analysis. As always, reach out to our office for any assistance.

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	3.85	3.85	3.80		3.55
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	3.76	3.73	3.80		

BROOME-TIOGA BOCES

Chenango Forks						4.75	4.50	4.25				4.50
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	4.00				3.60
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	3.74	3.62	3.85	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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CITI 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	3.50	3.50	3.50			2.94
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	\$2K+ 3.50	5.00	\$2K+ 2.75		3.66
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	4.25	4.25	4.25	2.75		

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	3.25				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	4.00	4.00	3.75	3.75	3.61
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	3.00 + \$900 **	3.00 + \$750	3.00 + \$600		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	4.50	4.00	4.00		3.71
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	3.10
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	4.00	3.90	3.96	3.92	

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

** Newark: 2025-26, depending on YOS, up to \$2,100 added to 2024-25 before % and \$ increase

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
CAYUGA-ONONDAGA BOCES											
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Avg.
BOCES											
Aides (CSEA)	2.80	1.99	1.99	1.99	3.00	3.85					2.60
Non-Instructional	2.80	1.99	4.00	4.00	4.00	3.85	3.85	3.85			3.54
Auburn											
Aides/Clerical (NYSUT)	2.85	2.80	2.75	2.75	2.75	\$3/hr	\$2.50/hr	\$2/hr			2.78
Bus Drivers (CSEA)	2.95	2.95	2.90	2.90	4.00	4.00	4.00	3.00	3.00		3.30
Cust/Maint. (CSEA)	2.95	2.95	2.90	2.90	4.00	4.00	4.00	3.00	3.00		3.30
Nurses (SEIU)	2.50	2.50	2.50	2.50	2.50	2.50	3.00	3.00			2.63
Cato-Meridian											
Aides/Ass'ts (SEIU)	45¢/hr	7.00	10.00	10.00	4.00	4.00	4.00				6.50
Bus Drivers (CSEA)	2.25	10.00	3.00	3.00	3.00	\$1.2+\$250	\$1/hr	\$1/hr			4.25
Cust./Maint. (CSEA)	2.25	5.00	3.00	3.00	3.00	\$1.2+\$250	\$1/hr	\$1/hr			3.25
Jordan-Elbridge											
Aides/Clerical(SEIU)	50¢+3.0	50¢+3.0	\$2+4.0	\$1.50+4.0	\$1.50+4.0						
Bus Drivers	3.00	3.00	4.00	4.00	4.00						3.60
Cust./Maint (SEIU)	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0						
Cafeteria (SEIU)	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0						
Transportation	3.00	3.00	4.00	4.00	4.00						3.60
Moravia		On 1/1/22 add \$1.40/hr									
Aides/Ass't (CSEA)	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00					4.13
CSEA	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00					4.13
Port Byron											
Aides (SEIU)	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	4.00	4.00	4.00	4.00				4.00
Cafeteria (CSEA)	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00				4.00
Nurse (CSEA)	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00				4.00
Clerical (SEIU)	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00				4.00
Skaneateles											
Aides (CSEA)	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00			3.43
Tchr Ass't (CSEA)	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00			3.43
Cust./Maint (CSEA)	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00			3.43
Nurses (CSEA)	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00			3.43
Clerical (CSEA)	3.00	3.00	3.00	3.00	\$2.50/hr	4.00	4.00	4.00			3.43
So. Cayuga											
Aides (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Tchr. Ass't (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Bus Drivers (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Bus Mech (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Cust./Maint (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Cafeteria (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
CAYUGA-ONONDAGA BOCES cont'd											
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Avg.
So. Cayuga cont'd											
Nurses (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Clerical (CSEA)	50¢/hr	3.25	3.25	3.25	\$1.50/hr	\$1.50/hr					3.25
Union Springs											
Aides (SEIU)	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750		
Tchr. Ass'ts (SEIU)	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750		
Bus Drivers (CSEA)	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	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr		3.00
Cust/Maint. (CSEA)	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr		3.00
Cafeteria (CSEA)	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr		3.00
Nurses (SEIU)	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1,750	\$1,750	\$1,750	\$1,750		
Clerical (SEIU)	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$2,080	\$2,080	\$2,080	\$2,080		
Weedsport											
Aides (CSEA)	2.75	2.75	3.00	3.25	\$1.50/hr	\$1+3.25	3.50				3.04
Bus Drivers (CSEA)	2.75	\$5/hr	3.00	3.25	\$1.50/hr	\$1+3.25	3.50				3.04
Bus Mech (CSEA)	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	3.00	3.25	\$1.50/hr	\$1+3.25	3.50				3.04
C-O BOCES Avg.	2.83	3.45	3.32	3.49	3.90	3.88	3.83	3.65	3.00		
BROOME-TIOGA BOCES											
Chenango Valley											
Non-Instruct. (NYSUT)	3.0 or 70¢/hr	3.0 or \$1/hr	3.0 or 70¢/hr	3.0 or 70¢/hr							3.00
Deposit											
CSEA	4.00	50¢/hr	\$2/hr	\$1.25/hr	\$1.25/hr	4.00	4.00	4.00			4.00
Maine-Endwell											
Cust./Maint.	50¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr						
Supp Staff	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr	5.50	5.50	5.50	5.50		5.50
Transp	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr	70¢/hr	5.00	5.00	5.00	5.00		4.65
Owego-Apalachin											
NYSUT	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				4.26
Union Endicott											
Cafe. Workers	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00					3.50
Cent Office	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00					3.50
Dist Office	3.00	3.00	\$400/YOS	4.00	4.00	4.00					3.60
Maint. Workers	2.00	2.00	\$1500 + 4.00	\$1500 + 4.00	4.00	4.00					3.00
School Aides	*3.00	12.9	3.00	3.00	3.00	4.00	4.00	4.00	4.00		4.74
Transp	3.00	3.00	\$2.50	\$1.50	\$1.50						3.00

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
BROOME-TIOGA BOCES cont'd											
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Avg.
Vestal											
Paraprofessional	3.00		\$1.25	90¢/hr	80¢/hr	75¢/hr					3.00
Employees	0.00	10.0	\$3.00	\$1.00	\$1.00						5.00
B-T BOCES Avg	2.61	5.56	4.00	4.00	3.83	4.28	4.50	4.63	4.83		
OSWEGO BOCES											
Hannibal											
CSEA	3.00	2.25	2.00	\$1.75	\$1.75	\$1.50	\$1.50				2.42
HEA	3.00	3.00	3.00	3.00	3.00	3.00					3.00
TOMPKINS-SENECA-TIOGA BOCES											
Dryden				+ \$1.25/hour							
NYSUT	3.00	3.80	3.80	5.00	5.00	5.00					4.27
Groton											
CSEA	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00					3.00
Newfield		+ 25¢/hr			+ 50¢/hr						
CSEA	3.00	4.50	4.50	\$ to base	3.00	3.00					3.60
South Seneca											
Local	3.50	2.50	2.50								2.83
Trumansburg											
Local	3.25	3.00	3.25	3.50	3.50	4.00					3.42
T-S-T BOCES Avg.	3.15	3.45	3.51	4.25	3.63	3.75					
WAYNE-FINGER LAKES BOCES											
Clyde-Savannah		* 1.5% - 3%, based on years									
Supp Pers (CSEA)	2.50	*+70¢/hr	2.50	2.50	2.50	4.00	3.75	3.75			3.07
Transp.	75¢/hr	3.00	1.50	0.00*	*\$/hr	3.50	3.25				2.06
		*up to \$28.50/hr based on yrs			*up to \$34/hr based on yrs						
Dundee											
CSEA	4.00	4.00	\$1.80	4.00	4.00	4.00					4.00
Gananda											
CSEA	\$1.25/hr	75¢/hr	\$1.10/hr or 3.8%	4.00	4.00	4.00					4.00
Geneva											
CSEA	75¢/hr	75¢/hr	\$1/hr	\$1/hr	4.00	4.00	3.60				3.87
Gorham-Middlesex (NYSUT)											
Bus Drivers	\$1/hr	\$1/hr	\$3/hr	\$1/hr	\$1/hr	\$1/hr					
Cust./F Serv	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr						3.00
Teacher Aides	3.00	3.75	\$1/hr	\$1/hr	\$1/hr						3.38
Honeoye		*+\$/hr based on years		*+\$.30-1.20/hr based on years							
NYSUT	3.35	*3.30	3.30	*3.50	3.00	3.00					3.16

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS											
WAYNE-FINGER LAKES BOCES con't											
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Avg.
Lyons											
NYSUT	2.90	2.90	2.90	2.90	2.90	6.00	6.00	6.00			4.06
	+70¢/hr	+70¢/hr	+90¢/hr	+90¢/hr	+90¢/hr						
Manchester-S'ville											
CSEA	60¢/hr	70¢/hr	70¢/hr	\$1/hr	\$1/hr	\$1/hr					
Naples				* greater of		* greater of					
CSEA	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
Newark											
Custodians (CSEA)	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr						2.75
Tchr Aides/Asst (NYSUT)	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr	2.5 + 55¢/hr	2.5 + 65¢/hr	2.5 + 75¢/hr						2.70
Palmyra-Macedon											
CSEA, salary	\$2,500	\$2,600 or 3.50	\$2,080 or 3.50	3.50	3.50	4.75	4.00	3.75	3.75	3.75	3.79
CSEA, hourly	\$1.20/hr	\$1.25/hr or 3.50	\$1.00/hr or 3.50	3.50	3.50	4.75	4.00	3.75	3.75	3.75	3.79
Penn Yan					+\$1.15						
CSEA	3.00	3.00	3.00	3.00	4.00	4.00	4.00				3.33
Phelps-CI Springs		On 1/1/22 add \$2.50/hr									
Nurses/Food Serv/Bus Driver/Maint	3.50	3.50	2.00	2.50	2.50						2.80
Aides/Clerical	4.30	4.50	4.50	4.00	4.00	4.25	4.25				4.26
Red Creek											
CSEA	+60¢/hr	3.00	4.50	4.00	+\$1.50	+\$1.50	4.00				3.88
Romulus											
CSEA	3¢/hr +2.85%	3¢/hr +2.85%	\$1.50/hr	3.00	3.00	2.75					2.92
	48¢/hr	48¢/hr									
Seneca Falls		+\$1/hr									
NEA/NYSUT	3.00	2.50	2.00	3.30	3.30	3.30					2.90
Sodus				+50-75¢							
CSEA	3.00	3.00	3.00	3.00	3.50	3.50	3.75				3.25
Waterloo											
NEA/NYSUT	3.00	3.00	% based on YOS	4.00	4.00	4.00					3.60
Wayne											
CSEA	4.25	4.00	4.00	4.00	4.00	3.75	3.50				3.93
Williamson						+\$.40-1.25/hr					
CSEA	3.00	3.00	2.75	2.75	2.75	4.25	4.00	4.00			3.31
WFL BOCES Avg.	3.35	3.45	2.97	3.07	3.30	4.00	4.03	4.25	3.75	3.75	

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%	3.5%	3.8%	4.6%	4.7%					
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%	2.9%	3.2%	3.7%	3.9%					
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%	2.9%	3.0%	3.7%	3.9%					
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%	3.3%	3.7%	4.2%	4.5%					
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%	2.7%	3.2%	3.6%	3.9%					
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%	2.7%	2.9%	3.3%	3.5%					
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%	3.0%	3.3%	3.8%	4.0%					
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

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	314.8	2.2	321.5	2.4	337.7	3.4	343.9	3.4
Jun-25	315.9	2.6	322.6	2.7	340.4	3.4	346.3	3.5
Jul-25	316.3	2.5	323.0	2.7	340.8	3.2	346.4	3.2
Aug-25	317.3	2.8	324.0	2.9	341.2	3.1	347.3	3.2
Sep-25	318.1	2.9	324.8	3.0	342.2	3.0	348.1	3.0
Oct-25								
Nov-25								
Dec-25								

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The BOCES provides equal access to community and youth organizations.

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