



# THE ADVOCATE

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

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*The Cayuga–Onondaga BOCES Office of  
Personnel Relations*

**WELCOMES AND WISHES MUCH  
SUCCESS TO:**

**Natalie Pfluke,**  
the recently appointed Superintendent at the  
**Honeoye Central School District**

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**Sarah Cupelli,**  
the recently appointed and next Superintendent  
at the  
**Waterloo Central School District**

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**Misty Slavic, Ed.D.**  
the recently appointed and next Superintendent  
at the  
**Auburn Enlarged City School District**

## Summary of Important Changes to Title IX

Effective August 1, 2024, new rules and regulations regarding the application and requirements of Title IX take effect. In many ways these new rules dramatically change how Title IX applies, and the requirements when conducting investigations pursuant to this law. As the changes are far too numerous to be included in this article, our office encourages you to read the new regulations, including the [relevant summary](#) provided by the Department of Education, for a more thorough understanding of what has changed. This article will focus on changes to the application and requirements of Title IX.

The new rules and regulations dramatically change what is covered and protected by the law. Under the new rules, any place “subject to the recipient’s disciplinary

authority” is covered by the law. The interpretations specifically mention that this expanded definition includes “when some conduct alleged” occurs “outside the recipient’s education program” or “outside the United States.” This new definition likely includes behavior which happens on social media, similar to the way that DASA is applied. Next, the law has changed “sexual harassment” to “sex-based harassment”, a new expansive phrase which includes sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. This was done to align the interpretation of Title IX with the Supreme Court’s decision in *Bostock*, which can be used as a guide to understand this new reading of the law. This also includes a requirement that nursing employees be provided with space and lactation breaks. This requirement will be met by compliance with the relevant New York State law, but please keep in mind that with this addition to Title IX, any violation of this law is no longer limited to a complaint to the state Department of Labor.

What constitutes hostile environment harassment has been expanded to include any behavior which “*limits or denies a person’s ability to participate in or benefit from the recipient’s educational program or activity.*” Prior to the change, the behavior had to “deny” a person’s ability to participate, but with the inclusion of “limits” and “or benefit from”, Title IX now applies to a significantly wider area of behavior. This means that behavior which may have been screened out of the Title IX under the previous standard, now will likely be captured under the law. The rules do provide some relief, requiring that the behavior result in “more than de minimus harm” meaning that behavior can still be screened out for not meeting this standard. There is also a list of specific offenses, which are demonstrative of the expanded scope of the regulations. The list of those who may complain has also expanded to include those individuals who have

“chosen to leave the recipient’s educational program.”

Much of the technical requirements remain the same, but the application has changed significantly. Regarding Title IX coordinators, if there is more than one, which our office recommends, one must be delegated as a lead coordinator, responsible for ultimate oversight and compliance. In addition to their prior responsibilities, a Title IX coordinator is responsible for monitoring the District’s compliance, identifying “barriers to reporting” and addressing those barriers. Title IX coordinators may pursue a Title IX claim without the complainant’s consent, but at a minimum must first review the complaint under the eight guidelines set forth in the regulations. See, § 106.44(f) (1)(iv). Following a final determination, coordinators must also institute supportive measures including, when relevant, extensions of academic deadlines, and changes in class structure or schedule. For this reason, it is now prudent to assign at least one Title IX coordinator with authority over classroom structure, curriculum work, and grades. This person can work in conjunction with other coordinators, who may not have the authority to make academic changes, as coordinators may now delegate their authority to those who are trained in Title IX. Title IX coordinators are also now specifically permitted to function as the decision maker, provided there is no conflict of interest. This is all part of a coordinator’s new responsibility to oversee the implementation of any final recommendation.

Districts are still required to have a written grievance procedure available to staff, students, parents and/or legal guardians, or other relevant parties. However, the confidentiality provisions of the process have changed. Prior to the new rules, all parties were entitled to know the names of the complainant(s) and witness(es), either potential or considered. Under

the new rules, much of this information is confidential. In some situations, the complainant’s name must be disclosed, but everything else remains confidential. This means that parties can be assured confidentiality during the process, and parties who are informed to keep the information confidential but refuse to do so can be disciplined. For example, under the new rules, an accused can be directed to have no contact and make no comments about the complainant. This ensures confidentiality, and impartiality, during the investigation process.

The grievance procedure must still outline a basic investigatory process. Most dramatically, the rules now require that recipients use the “preponderance of the evidence standard”, if that standard is used in any other similar proceeding. Given that preponderance of the evidence is used in other similar proceedings in New York State, recipients in this state are now required to use preponderance of the evidence in a Title IX analysis. All claims of harassment must be analyzed using an objective standard. Claims of harassment now include quid pro quo, hostile environment harassment, and listed specific offenses. Hostile environment harassment is defined as conduct that “based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate or benefit from the recipient’s education program or activity.” Specific offenses include sexual assault, dating violence, domestic violence, and stalking. Each of these carries their own detailed definition in the rule.

When this determination is made and a report finalized, parties no longer have the opportunity to ask questions of the other. Rather, the decision maker has the authority and opportunity to ask written questions of each party. These answers must be considered when making a final decision, which is no longer shared with either

party. Each party is entitled to a summary of the evidence, but nothing further. The regulations do not require an outcome notice, but our office still recommends something brief be sent to the parties so they are made aware that the process has finished and whether there will be any additional steps.

Grievance procedures must still allow for appeals, which at a minimum must be done in alignment with other comparable proceedings. This is an opportunity to synchronize the appeals process for every relevant policy and procedure, to ensure a smooth and similar review. The prior timelines no longer exist and need only be “reasonable” in the context.

Following a claim of harassment and/or discrimination, there often comes a claim of retaliation. Under the new rules, retaliation can come from anyone, including those “authorized by the recipient ... to provide aid, benefit, or service” to the educational process. This definition is so broad, that anyone who is providing any benefit to your district can engage in retaliation for which the district may be liable. This is similar to the definition found in the comparable New York State statutes. The regulations make clear that regardless of this definition and process, it is not retaliation to require an employee to participate in this process.

Finally, there are some special rules regarding students and staff who are pregnant. First, the rules specifically state that “pregnancy related” includes termination of pregnancy and the protections of this law extend to that group of people, regardless of the reasons for that termination. When informed of a student’s pregnancy, the Title IX coordinator must work with the student to ensure equal access to the educational process. This can include but is not limited to notice of rights, individual and reasonable modifications of the educational schedule, and if necessary, leaves of absence. This is another good

reason to have a Title IX coordinator who can authorize academic changes to a student’s education. Pregnant staff are also entitled to a leave of absence in line with the recipient’s relevant policy or collective bargaining agreement. In the absence of an agreement or policy, those staff are entitled to a “voluntary leave of absence without pay for a reasonable period of time.” The word “reasonable” is used throughout these regulations without further clarification.

Much of what made the prior rules unique and burdensome have been removed and replaced with other unique and burdensome requirements. Please note that as a result of these changes, your district policy is likely out of compliance with the new requirements and should be reviewed. Similarly, annual training for all staff will need to be updated to reflect the new obligations to address discrimination, the scope of conduct that amounts to sex discrimination and/or sex-based harassment, and all applicable notification and information requirements. Decision makers and investigators must also be trained on the district’s grievance procedures, Title IX obligations, how to serve impartially, and the meaning of the term “relevant” relating to questions of evidence and what types of evidence are impermissible regardless of relevance. Title IX coordinators have a further heightened training requirement which includes everything previously mentioned, as well as the district’s compliance and supportive measures, recordkeeping systems, and all other training necessary to coordinate district compliance with Title IX.

The changes to Title IX are significant and dramatic. Please remember that this is not an exhaustive review of all changes. We encourage you to read the resources published by the Department of Education, and to reach out to our office with any questions related to compliance, training, and implementation.

# Good News for Districts

In *The Advocate* from November/December 2022, the OPR summarized *Appeal of Rickson*, Decision No. 18,147 (July 7, 2022) (“*Rickson I*”); and *Appeal of Rickson*, Decision No. 18,211 (Nov. 22, 2022) (“*Rickson II*”). These decisions shed new light on providing reasons to probationary teachers that were being denied tenure. The Commissioner indicated that districts must have substantive reasons for their employment decisions when dismissing probationary teachers, supported by facts and reasoning that could be backed up by evidence, if necessary. In *Rickson I* and *Rickson II*, the Commissioner found that the BOCES acted in “bad faith” when dismissing a probationary teacher because it provided three different sets of reasons for tenure denial, which undermined its credibility. The Commissioner reinstated the teacher to her position on November 22, 2022. The BOCES appealed this decision, which is currently pending with the Supreme Court, Third Department.

After the Commissioner reinstated the probationary teacher, the BOCES placed her on paid administrative leave until September 2023, when she returned to the classroom. The BOCES determined her probationary period paused during the paid administrative leave and concluded that her probationary period would end on February 29, 2024. The District Superintendent (“DS”) informed the teacher on December 22, 2023 that she did not intend to recommend her for tenure, but would consider a JUUL agreement to extend her probationary period by 1 year. On December 29, 2023, after the teacher requested reasons for the decision, the DS provided examples of “poor professional judgment, including

- Creation and application of an unapproved grading policy;
- Unprofessional communication with a parent;
- Failing to comply with a supervisor’s directive regarding parent communications; and

- Using personally identifiable information of a student for personal reasons.”

Then, the BOCES received a complaint from a parent and a student about the teacher on January 12, 2024. At this time, BOCES placed her back on paid administrative leave, revoked the offer for a JUUL agreement and ultimately denied her tenure on February 12, 2024.

The teacher appealed her termination and argued that she had tenure by estoppel.<sup>1</sup> *Appeal of Rickson*, Decision No. 18,410 (May 20, 2024). The Commissioner indicated that BOCES did not have to count her time spent on paid administrative leave toward her probationary appointment because she “rendered no actual service.” Therefore, the Commissioner dismissed the teacher’s tenure by estoppel argument because the board did not knowingly accept her continued employment beyond the probationary period.

Additionally, the Commissioner determined that the examples of “poor professional judgment” provided to the teacher were not done in “bad faith.” Unlike the previous *Rickson I* and *Rickson II* cases, the Commissioner found these reasons met the standard because they were detailed and were substantiated with objective evidence, including emails and photographs. Finally, the Commissioner dismissed the teacher’s claim that her discontinuance was related to the outcome of her previous Appeals because the BOCES allowed her back in the classroom in September 2023 and gave her an opportunity to extend her probationary term via a JUUL agreement before ending her employment due to demonstrated concerns.

While the major take away from this case is that time spent on paid administrative leave does not count towards a probationary term, it also re-emphasizes the importance for districts to have clear, concise and evidentiary based reasons for ending a probationary appointment.

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<sup>1</sup> Tenure by estoppel means that a school board accepts the continued services of a teacher but fails to act to either grant or deny tenure before the probationary period expires.

# Employee Rights to Express Breastmilk

As of June 19, 2024, NYS Labor Law § 206-c requires all public employers to provide paid leave for all employees to express breast milk in the workplace. Prior to this change, public employers were only required to provide unpaid breaks at least once every three hours for 20–30 minutes for employees to express breastmilk. However, this change now mandates 30 minutes of paid break time for employees to express breastmilk whenever the employee has a reasonable need to do so, separate from any other meal or break time. This means that an employee could be entitled to multiple paid 30-minute breaks throughout the workday. Remember the needs of all employees are unique so there should not be bright line rules – every request should be examined on an individual basis.

Along with the 30 minutes of paid break time, the NYS Department of Labor requires that:

Employers must allow employees to use existing paid break time or mealtime if they need anything beyond 30 minutes. Employees can also take shorter paid breaks.

The time must be provided up to three years following childbirth.

The employer cannot require an employee to make up this time before or after their shift.

The employer cannot require an employee to work during the 30-minute break time, but an employee can voluntarily choose to do so.

In order to utilize this leave, the employee must make a written request to the employer in advance, usually before returning to work after a leave of absence. The employer must respond within 5 days.

The room must be private – it cannot be a bathroom or a toilet stall.

If the employer has a refrigerator for staff use, it must allow employees to store breast milk in it. Employees must store breastmilk in closed containers, and they must take it home every day.

These rights apply to employees working remotely.

Employers must notify all employees in writing when a room or other location has been designated for these purposes.

Employers are required to have a policy on employee rights to express breastmilk. Employers must provide this policy to all employees when they are hired and every year thereafter. They must also provide this policy to all employees immediately after their return to work following childbirth.

Districts should be aware that this new paid break time is already in effect, and they must stay diligent when examining requests, creating and updating relevant policies, providing policies to all employees and notifying employees of designated rooms.

# 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						3.40
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					2.98
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						3.75
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	3.91	3.76	3.72			

## BROOME-TIOGA BOCES

Chenango Valley	\$2,000	3.00	3.00	3.00	4.0+ \$1250	4.25	3.25					3.30
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					3.43
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	3.00				

## 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					3.00
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			

## 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	2.75					3.07
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						3.28
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				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	3.75	3.84	3.78	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						2.30
Non-Instructional	2.80	2.80	1.99	4.00	4.00	4.00					3.27
<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						9.00
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					3.00
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						3.13
Tchr. Ass't (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						3.13
Bus Drivers (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						3.13
Bus Mech (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						3.13
Cust./Maint (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						3.13
Cafeteria (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						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						3.13
Clerical (CSEA)	2.75	50¢/hr	3.25	3.25	3.25						3.13
<b>Union Springs</b>											
Aides (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr					2.50
Tchr. Ass'ts (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr					2.50
Bus Drivers (CSEA)	3.00	3.00	\$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					3.00
Cust/Maint. (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr					3.00
Cafeteria (CSEA)	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr					3.00
Nurses (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr					2.50
Clerical (SEIU)	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr					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			3.00
Bus Drivers (CSEA)	2.75	2.75	\$5/hr	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.00
Bus Mech (CSEA)	2.75	2.75	\$5/hr	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.00
Cust/Maint. (CSEA)	2.75	2.75	2.75	3.00	3.25	\$1.50/hr	\$1+3.25	3.50			3.00
<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>3.95</b>	<b>4.03</b>	<b>3.82</b>	<b>3.63</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					2.70
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	4.00			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					2.90
	+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						
CSEA	3.50	3.50	3.75	3.90	*3.9 or 70¢/hr	*3.9 or 70¢/hr					3.74
<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 3.5	\$2,080 or 3.5	3.50						3.50
CSEA, hourly	\$1.20/hr	\$1.20/hr	\$1.25/hr or 3.5	\$1.00/hr or 3.5	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						3.63
<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							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>3.72</b>	<b>3.80</b>			

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	4.4%	4.5%	4.2%	3.9%	4.2%	4.3%							
2023	4.6%	4.5%	4.0%	3.7%	3.8%	4.2%	4.1%	4.4%	4.0%	4.4%	4.0%	4.4%	4.2%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	4.4%	4.5%	4.2%	3.7%	3.8%	3.7%							
2023	4.1%	3.9%	3.4%	2.6%	3.0%	3.3%	3.1%	3.5%	3.2%	3.5%	3.6%	4.1%	3.4%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	4.5%	4.7%	4.3%	3.8%	3.6%	3.5%							
2023	4.2%	4.0%	3.6%	2.6%	2.9%	3.0%	3.1%	3.6%	3.0%	3.3%	3.5%	4.2%	3.4%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	5.0%	4.9%	4.5%	4.0%	4.1%	4.1%							
2023	4.7%	4.2%	3.7%	2.7%	3.1%	3.5%	3.5%	3.9%	3.4%	3.8%	3.9%	4.7%	3.8%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	3.5%	3.5%	3.2%	2.9%	3.5%	3.8%							
2023	3.5%	2.9%	2.4%	2.0%	2.5%	3.0%	2.9%	3.2%	2.8%	3.2%	2.9%	3.5%	2.9%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	4.4%	4.5%	4.1%	3.5%	3.4%	3.3%							
2023	4.0%	3.7%	3.3%	2.4%	2.6%	2.8%	2.7%	3.1%	2.8%	3.1%	3.2%	3.9%	3.1%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2024	4.3%	4.4%	4.1%	3.7%	3.8%	3.7%							
2023	4.0%	3.7%	3.3%	2.5%	2.9%	3.1%	3.2%	3.5%	3.2%	3.6%	3.6%	4.1%	3.4%

*\* Please note that 2023 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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## May 2024

### NY-Northeastern New Jersey Area

1. All Urban Consumers	332.633	0.4	3.9
2. Urban Wage Earners & Clerical Workers	326.696	0.3	4.1

### U.S. City Average

1. All Urban Consumers	314.069	0.2	3.3
2. Urban Wage Earners & Clerical Workers	308.163	0.1	3.3

## June 2024

### NY-Northeastern New Jersey Area

1. All Urban Consumers	334.782	0.6	4.2
2. Urban Wage Earners & Clerical Workers	329.160	0.8	4.5

### U.S. City Average

1. All Urban Consumers	314.175	0.0	3.0
2. Urban Wage Earners & Clerical Workers	308.054	0.0	2.9

# 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-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	284.6	8.9	289.1	8.3	303.2	6.8	307.8	6.3
May-22	288.0	9.3	292.3	8.6	305.2	7.0	309.2	6.3
Jun-22	292.5	9.8	296.3	9.1	309.6	7.4	313.6	6.7
Jul-22	292.2	9.1	296.3	8.5	308.5	7.0	312.6	6.5
Aug-22	291.6	8.7	296.2	8.3	309.0	6.9	313.3	6.6
Sep-22	291.9	8.5	296.8	8.2	308.5	6.1	313.3	6.6
Oct-22	293.0	7.9	298.0	7.7	308.8	5.8	314.3	6.0
Nov-22	292.5	7.1	297.7	7.1	309.6	5.7	315.0	5.9
Dec-22	291.1	6.3	296.8	6.5	309.9	5.9	315.7	6.3
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								
Aug-24								
Sep-24								
Oct-24								
Nov-24								
Dec-24								

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## PAST ISSUES OF “THE ADVOCATE”

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

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