



THE ADVOCATE

Cayuga-Onondaga BOCES
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WELCOME NEW BOCES DISTRICT SUPERINTENDENT

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

BRIAN HARTWELL, Ed.D.
the recently appointed
District Superintendent at the
CAYUGA-ONONDAGA BOCES

WELCOME NEW CHIEF SCHOOL OFFICER



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

JOSHUA BACIGALUPI,
the recently appointed
Superintendent at the
DRYDEN CENTRAL SCHOOL DISTRICT

NOTICE TO UNIONS: NEW EMPLOYEES AND MEETINGS

The article, “NEW YORK STATE’S RESPONSE TO THE CONSTITUTIONALITY OF AGENCY SHOP FEES” from the March/April 2018 edition of *The Advocate* set out several changes to Sections 208 and 209–a of the Taylor Law. Among the changes were the following:

- Districts must begin making dues deductions no later than 30 days after receiving proof of a signed dues deduction authorization card;
- Districts must notify the relevant union of a new employee being hired, rehired or promoted into a bargaining unit within 30 days and provide the new employee’s name, address, job title and work location; and
- Districts must permit the employee and the union to meet for a reasonable amount of time within 30 days without any leave accrual deductions, unless stated differently in a collective bargaining agreement.

Since then, we have received requests for a sample notification and questions regarding the meeting between the union and the new employee.

A notification to the union does not have

to be complicated, but must include the statutorily required information. It should include the name of each new employee, the new employee’s title and place of work, and contact information for the employee. We also suggest including in the initial notice the time, date, and place of the meeting between the union and new employee. For example:

To: [Local Unit President]
From: [Superintendent/Business Official]
Date: [Date]
Re: Notification of New Hire

The following individual(s) have been approved for hire by the Board of Education:

[Name of new employee]
[Title and place of work]
[Contact number]

You will have time on [Date], 2018, at [Time] am/pm, at [Place] to meet with these employees.

It is important to note that the meeting must take place within thirty (30) days after the union receives the notice and during work hours. If the district gives the union a chance to meet with the new employee before the district provides the required notice, the union could demand a second meeting with the employee, on district time, after the notice is received.

Further, districts should anticipate the argument from unions that they did not receive sufficient notice if the required notice is provided without time for the union to contact the new employee. Therefore, it is very important to provide these notices as soon as possible before the meeting between the union and the new employee.

At the beginning of the school year there are typically a number of new employees. Also, some districts set time aside for union leadership to meet with its members on a conference day before the start of classes. This may be a good time for the meeting between the new employees and the union. For hires after the school year begins, some

districts have decided to set aside one day a month for these meetings. Knowing ahead of time when the meeting will take place allows the district to minimize the disruption of the meeting on the normal work day.

Two of the most frequently asked questions are: 1) how much time do we have to provide for the meeting? and 2) what if the new employee does not want to go to the meeting? We anticipate these issues to be worked out more fully over time, but we suggest no less than fifteen (15) minutes and not more than thirty (30) minutes for the meeting. Additionally, the obligation on the district is to provide the opportunity during work hours for a union representative to have the meeting, not to force the new employee to have the meeting.

It is important to remember that the procedure, including the amount of time for the meetings, are items that may be negotiated. Since the inception of these changes, we have seen some proposals concerning these procedures in negotiations, and we anticipate more proposals in future negotiations. Currently, we take the stance that the district will abide by the requirements of the law, but any divergence from what is required is a concession on the part of the district.

***Janus v. AFSCME:* What Employers Need to Know to Before Addressing Employee Questions About the Supreme Court Case**

By now, all school officials are aware of the U.S. Supreme Court's recent decision in *Janus v. AFSCME*. On June 27, the Court held that public employees who are not members of a union can no longer be forced to pay agency fees to the labor union representing

their bargaining unit.

The immediate impacts of *Janus* are relatively straightforward and are mostly confined to a school district's payroll office. Districts must quickly ascertain which of their employees are dues-paying union members and which are agency fee payers. They must then adjust their payroll lists to ensure agency fee deductions are discontinued. That is the easy part; the tougher challenges lie ahead.

One upcoming challenge will be speaking to employees who have questions about *Janus*-related issues. As employees return to work in the fall, *Janus* will likely be a hot topic of discussion among the ranks. Soon after the Supreme Court decided the case, labor unions and anti-union groups quickly initiated *Janus*-related messaging campaigns. The unions are touting the benefits of membership, while the competing message from anti-union groups encourages employees to save their money and drop out. Employees will undoubtedly have a myriad of questions about what *Janus* means for them and how it affects their relationship with their union.

Amidst the competing information, employees may approach the school district for help in understanding *Janus*. Some employees might reach out to supervisors, business officials, superintendents, or even Board members for information or advice. School districts will be forced to walk a fine line. It is in districts' best interests to provide accurate information to employees, but they must be very careful not to engage in any communications which could be construed as illegal anti-union activity. Perceiving the *Janus* decision as a severe threat to their organizations, unions could be very litigious in the future regarding employer communications they feel are anti-union. Section 209-a of the Taylor Law – the New York statute governing public employee unions – states: “[i]t shall be an improper practice for a public employer or its agents deliberately . . . to interfere with, restrain or coerce public employees in the exercise of

their rights [to union membership].” Unions can file PERB improper practice (“IP”) charges against any school district behavior they perceive as a violation of that law.

To avoid IP charges, school districts should refrain from communicating in any way that could be reasonably construed as “interference,” “coercion,” or “restraint.” The best way to avoid those labels is to limit employee communications about *Janus* to neutral, un-biased factual information. School districts may answer factual questions freely. But, they should stop short of making any statements that could be construed as guidance or encouragement to drop out of a union.

Privately, school district officials may yearn to reveal their own opinions about *Janus* and the cons of union membership. This is not advisable in New York. Employer opinions are not expressly protected by the Taylor Law. Note that the federal National Labor Relations Act (“NLRA”)—which applies to unions in private enterprises—does contain free speech protections. Under Rule 8(c) of the federal NLRA, private employers are allowed to express opinions about dropping out of unions, as long as the opinions do not amount to threats or ultimatums toward employees. However, the NLRA’s rules do not carry over to public employers covered by PERB. New York’s Taylor Law does not contain a provision similar to the NLRA’s Rule 8(c). And, there is no clear line of PERB case law adopting the principles of Rule 8(c) into the Taylor Law.

In short, this means school districts must be very careful to limit communications about *Janus* to concise statements of fact, and decline to respond to any requests for guidance or advice.

Below are several examples of questions that school district officials have already reported receiving from employees. They are followed by our recommendations for appropriate responses to provide:

“I’m a new hire. Should I join the union, even though I’d have to pay?”

In response to this question, a school district should simply say that it cannot give a recommendation either way. The employee must do his or her own research and make the decision about whether union membership is worth the cost. School districts should make sure to remind employees that they will enjoy the same contractual terms and conditions whether or not they make the decision to join the union.

“Does *Janus* impact me if I’m already a union member?”

Factual question. There is no direct impact on employees who are already card-carrying union members. Employees who joined a union before *Janus* remain members of the union. Their rights as union members are not affected, and they retain all the same contractual rights and privileges they possessed before.

“Should I drop out of my union?”

School districts should obviously decline to answer this question. Similar to the new hire situation, school districts should tell employees that they must make an individual decision about what they feel is best for them. A school district may remind employees that they will continue to enjoy the same contractual terms and conditions after dropping out. However, going any further than that would require opinion.

“Does *Janus* affect my retirement?”

Factual question. The answer is no. District-sponsored retirement incentives and contractual retiree health care provisions remain in place. *Janus* does not affect those areas.

“Does *Janus* mean I can drop out of the union and keep my deductions?”

School districts should be careful when answering this question. The basic question is factual, and answer is yes. It is a fact that

no employee is ever forced to remain in a union forever, and it is a fact since *Janus* that dropping out of the union will now give the employee the option of discontinuing all union-related deductions. However, a school district should make sure to clarify that there might be limits and conditions on how an employee may drop out. The conditions vary widely among unions. Some unions—predominantly NYSUT—have recently asked most members to sign new union cards stating that drop-out requests may only be made during a narrow window of time in August. Additionally, in April of 2018, the New York Legislature passed an amendment to the Taylor Law requiring public employers to continue to take union payroll deductions until a union member's withdrawal is complete. Therefore, school districts can answer this question in the affirmative, but should add the clarification that the effect on payroll deductions may not be immediate and the employee must consult the rules of his or her union regarding the proper drop-out procedures.

“Are there any other impacts of dropping out of my union?”

As stated above, non-union members will still follow their existing contract. Wages, hours, leave time, and other contractual benefits will remain the same. However, there are certain perks which may disappear if an employee leaves a union. In April of 2018, the New York Legislature passed an amendment to the Taylor Law stating unions are no longer obligated to provide assistance to non-members who wish to file grievances. The same Taylor Law amendment states unions are no longer obligated to provide legal defense services to employees who face discipline for misconduct. Non-union members may still obtain assistance or representation for those activities, but it will simply no longer be available free of charge through the union. Employees should be advised to consult their own unions to find out any other perks which may end if they drop out.

BULLYING BY EMPLOYEES

Typically, when we think of the problem of bullying in schools, we think of the behavior of students. Unfortunately, it is not just students who engage in such conduct.

When an employee acts like a bully, either toward students or other employees, it creates real liability for the district. While New York has not passed any laws making it illegal to act like a tyrant at work, it is a short step between boorish behavior by an employee and a discrimination or retaliation complaint based on a protected class. For example:

- Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin;
- Title VII of the Civil Rights Act of 1964 prohibits work place harassment based on a number of protected characteristics;
- Title IX of the Education Amendments of 1972 prohibits discrimination of students on the basis of sex, including sexual harassment and stereotyping;
- Section 504 of the Rehabilitation Act of 1973;
- Title II of the Americans with Disabilities Act of 1990; and/or
- Districts may also be liable civilly under a negligence standard if it fails to address a known bullying behavior by an employee that results in harm to a student.

Lest we forget, the Dignity for All Students Act (DASA) does not just require districts to investigate complaints of student-on-student bullying, but also requires the investigation of employee-on-student bullying.

As recently as May of this year, the Board of Regents proposed additions to Commissioner's Regulation §100.2(kk) (1) to illustrate examples of behavior that should be reported under DASA. It does not take too much imagination to see how some of these examples could apply to behavior from employees. The proposed additions are:

- a report regarding the denial of access to school facilities including, but not limited to, restrooms, changing rooms, locker rooms, and/or field trips, based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes gender identity and/or expression), or sex; or
- a report regarding application of a dress code, specific grooming or appearance standards that is based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes gender identity and/or expression), or sex; or
- a report regarding the use of name(s) and pronoun(s) or the pronunciation of name(s) that is based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes gender identity and/or expression), or sex; or
- a report regarding any other form of harassment, bullying, and/or discrimination, based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes gender identity and/or expression), or sex.

A denial of access, application of dress code and improper use of names are specific examples where it may be more likely that an employee engages in such conduct than a student.

Counseling memos can draw attention to bullying behavior, but districts should set the expectation for an employee's behavior and make those expectations clear. These may include updated board policies requiring professional conduct of all staff, as well as the inclusion of evaluations of employee relationships with students, parents, and co-workers.

Regardless of whether there are policies directly on point, if an employee's bullying behavior causes disruption to the working or learning environment then that conduct is inappropriate and should be documented and addressed.

Unfortunately, an issue that we are asked about frequently is when an employee engages in inappropriate/bullying behavior outside of work. While the answer usually depends on a careful examination of the specifics, generally the greater the effect on the school or work environment, the greater likelihood the district can address the issue. One of the concerns is that the district does not want to invite a First Amendment discrimination or retaliation claim.

Teachers are considered examples for students. Therefore, conduct unbecoming of a teacher may be used as a basis for discipline, even if the behavior was completely outside of work, for example a conviction for a DUI. Likewise, if any employee were to engage in bullying in such a public manner that the behavior caused undesirable attention for the employee or district, then it becomes more likely that the district can counsel or discipline the employee for that behavior without infringing on his/her First Amendment rights. Again, the ultimate decision is fact specific. As always, please contact our office with any questions.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.50	1.75	2.25	2.25	2.25	2.50	2.70	2.75	2.80			2.31
Auburn	3.00	0.00	2.25	2.25	2.60	2.60	2.60					2.19
Cato-Meridian	3.80	2.00	2.00	2.00	2.70	2.60	2.50					2.51
Jordan-Elbridge	0.50	2.01	2.18	2.50	2.50	2.50	2.80	2.80	2.80			2.29
Moravia	2.00	2.00	0.00	2.50	2.50	2.50	2.90	2.85	2.80			2.23
Port Byron	2.00	2.00	2.00	2.00	2.50	2.60	2.70	2.60				2.30
Skaneateles	1.50	1.50	1.50	2.50	2.60	2.75						2.06
So. Cayuga	2.00	2.00	2.00	2.25	2.25	2.75	2.75	2.75				2.34
Union Springs	2.00	2.00	2.00	2.00	2.50	2.50	2.50					2.21
Weedsport	0.00	2.00	2.00	2.00	2.50	2.50	2.75	2.75	2.75			2.14
	1.83	1.73	1.82	2.23	2.49	2.58	2.69	2.75	2.79			

BROOME-TIOGA BOCES

Chenango Valley	2.75	2.75	2.75	2.75	2.75	2.75	2.75					2.75
Deposit	2.50	2.00	2.50	2.50	3.00	3.00	3.00	2.99				2.69
Maine-Endwell	4.50	4.50	2.60	2.80	2.95							3.47
Owego-Apal.	2.95	2.95	2.00	2.00	2.95	2.85	2.75					2.64
Union-Endicott	2.70	2.70	2.70	2.70	2.60	2.90	2.90					2.74
Vestal		\$1,500	2.60	2.95	2.95	2.95						2.86
Whitney Point	3.50	0.00	2.20	2.20	2.50	2.60	2.70					2.24
	3.15	2.48	2.48	2.56	2.81	2.84	2.82	2.99				

GENESEE VALLEY BOCES

Geneseo	2.00	2.00	2.00	3.00	3.00	3.00	3.75	3.60	3.50			2.87
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OSWEGO BOCES

Hannibal	0.00	1.75	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00		2.19
Oswego	0.00	1.75	2.00	2.00	2.00	0.00	3.00	3.00	3.00			1.86
	0.00	1.75	1.88	2.10	2.10	1.10	2.88	3.00	3.00	3.00		

TOMPKINS-SENECA-TIOGA BOCES

BOCES	4.00											4.00
Candor		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500						2.00
Dryden	2.60	3.00	3.00	3.00	3.00	3.05						2.94
Groton	3.50	3.50	2.50	2.60	2.70	2.70	6.00	6.00	6.0/5.0/4.0			3.80
									% depends on years			
Ithaca	2.00	2.00	2.00	2.00	2.00	4.50	\$1,930	3.00				2.50
Lansing	3.50	2.70	2.70	3.00	3.00	3.25	2.85	2.90	2.65			2.95
Newfield	2.00	2.00	3.00	3.50	2.75	2.50	3.25	3.00	3.25			2.81
South Seneca	1.50	1.50	2.45	2.45	1.45	2.75	3.25	3.25				2.33
Trumansburg	2.70	2.70	3.00	3.00	2.50	3.00	3.25	3.50	3.50			3.02
	2.73	2.43	2.58	2.79	2.49	3.11	3.72	3.61	3.13			

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.90	1.90	2.50	2.45	2.45	3.00	3.00					2.46
Bloomfield	3.60	3.35	1.98	2.00	2.00							2.59
Canandaigua	3.85	2.00	2.69	2.65	2.57							2.75
Clyde-Savannah	5.00	2.25	2.25	2.25	2.25	3.50	3.25	3.25	3.00			3.00
Dundee	2.60	2.50	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25		3.03
Gananda	2.75	2.60	2.60	2.75	3.00	3.00	3.20					2.84
Geneva	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50				2.83
Gorham-Middlesex	2.25	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00			2.67
Honeoye	2.50	2.50	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45		2.93
Lyons	3.37	3.88	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200				3.63
Manchester-Shortsville	1.80	2.00	2.00	2.00	2.50	3.00	2.50	2.50	2.50			2.31
Marion	2.80	2.00	2.00	2.40	2.25	3.00	3.25	3.50	3.65			2.29
Naples	2.25	2.25	2.25	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25	2.74
Newark	2.50	1.25	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20		2.73
N Rose-Wolcott	1.00	2.47	1.90	2.00	2.30							1.93
Palmyra-Macedon	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75	2.75				3.00
Penn Yan	2.29	2.29	1.90	2.00	2.00	2.30	3.00	3.00	3.00			2.10
Phelps-Cl Springs	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
Red Creek	2.75	2.75	2.50	2.40	2.40	4.00	3.25	3.00	2.50			2.84
Romulus	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00				3.00
Seneca Falls	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00				2.65
Sodus	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30				2.83
					* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members							
Victor	4.00	2.00	2.50	2.50	3.10	3.10	3.10					2.90
Waterloo	3.72	2.00	1.50	1.75	1.95	3.00	3.00					2.42
Wayne	3.00	2.00	3.00	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00	2.90
Williamson	3.00	2.00	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15	2.75
	3.03	2.41	2.29	2.27	2.70	3.10	2.94	3.02	3.01	3.33	3.13	

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES												
	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	Avg.
BOCES												
Aides (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80		2.38
Tchr. Ass't	2.00	2.00	2.00									2.20
Non-Instructional	2.00	2.00	2.00	2.00	2.50	2.50	2.70	2.75				2.31
Auburn												
Aides/Clerical (NYSUT)	3.35	3.00	1.00	2.00	2.00	2.60	2.60	2.60				2.39
Bus Drivers (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Cust/Maint. (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Nurses (SEIU)	2.00	0.00	2.00									1.33
Cato-Meridian												
Aides/Ass'ts (SEIU)	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr					4.75
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Bus Drivers	2.00	2.00	2.00									2.00
Cust./Maint (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Cafeteria (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Transportation			1.00	1.00	1.00							1.00
Moravia												
Aides/Ass't (CSEA)	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
CSEA	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
Port Byron												
Aides (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
Cust./Maint. (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Cafeteria (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Nurse (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Clerical (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
Skaneateles												
Aides (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Tchr Ass't (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Cust./Maint (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Nurses (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Clerical (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
So. Cayuga												
Aides (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Tchr. Ass't (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Bus Drivers (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Bus Mech (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Cust./Maint (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Clerical (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Union Springs												
Aides (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Tchr. Ass'ts (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Bus Mech (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cust/Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cafeteria (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Nurses (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Clerical (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Weedsport												
Aides (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Bus Drivers (CSEA)	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50					2.47
					*Bus drivers @ % + 30¢							
Bus Mech (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Cust/Maint. (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Nurses, Clerical	4.00											4.00
C-O BOCES Avg.	2.55	2.09	1.90	2.27	2.35	2.49	2.54	2.68	2.75	2.76		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	3.30	3.30	2.25	2.50	2.90	3.00	3.00	3.00	3.00			2.92
Deposit												
CSEA	4.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00				2.88
Maine-Endwell												
Cust./Maint.	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr						2.00
School Lunch	4.60											4.60
Supp Staff	4.50	4.50	2.95	3.00	3.15							3.62
Transp	3.00	3.00	\$600	\$700	\$800							3.00
Owego-Apalachin												
NYSUT	4.00	0.00	1.99	1.99	2.50	2.50	2.50					2.21
Union Endicott												
Cafe. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00	2.84
Cent Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Comp & Tech	2.70	2.70	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00	2.82
Dist Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Maint. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00	2.87
School Aides	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00		2.83
Transp	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00		2.84
								*@ % + 25¢/hour				

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2011 - 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017 - 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	Avg.
BROOME-TIOGA BOCES cont'd												
Vestal												
Paraprofessional							3.00	3.00	3.00	3.00		3.00
Employees						2.90	2.95	3.00				2.95
Whitney Point												
Aides/Food Serv (NYSUT)	0.00	2.25	2.25	2.50	2.50	2.50						2.20
B-T BOCES Avg	2.95	2.57	2.49	2.66	2.75	2.73	3.17	3.20	3.00	2.83	2.80	
OSWEGO BOCES												
Hannibal												
CSEA	0.00	1.75	1.75	1.95	2.00	2.50	2.75	3.00				1.96
HEA	0.00	1.75	1.75	2.20	2.20	2.20	2.25					1.76
Oswego												
CSEA	1.00	2.00	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00		2.10
Osw. BOCES Avg.	0.33	1.83	1.83	2.05	2.07	1.57	2.67	3.00	3.00	3.00		
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local												
Candor												
Local	2.00	2.00										2.00
Dryden												
NYSUT	2.50	2.20	3.00	2.85	2.66	2.90	3.75	3.50	3.50			2.98
Groton												
CSEA	2.85	2.85	2.50	2.75	2.75	2.25	2.25	2.25				2.56
Ithaca												
Supp Prof.				2.00	3.00	2.00	2.00					2.47
Lansing												
NYSUT	3.90		90¢/hr	3.50	60¢/hr	3.00						3.58
Newfield												
CSEA	1.95	2.25	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00		2.47
South Seneca												
Local	5.00	1.00	2.00	2.00	2.00	2.60	2.10	2.00				2.34
Trumansburg												
Local	2.00	2.25	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50				2.54
T-S-T Avg.	2.89	2.09	2.50	2.44	2.53	2.50	2.62	2.85	3.25	3.00		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	Avg.
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	3.50	3.75	1.90	2.75	2.45	2.45						2.90
Bloomfield												
NEA/NYSUT	3.40	3.40	1.95	1.85	1.85							2.49
Canandaigua												
Cust./Maint.	3.00	3.00	3.00	3.00	3.00							3.00
Cler./Aides			3.00	2.40	2.40							2.60
Food Service	3.50	4.00	2.25	2.25	3.00	3.00	3.00					3.00
Bus Drivers	3.75	2.25	2.25	2.25								2.63
Monitors	3.50	4.00	2.25	2.00	3.47	2.40	2.35					2.85
Clyde-Savannah												
Supp Pers (CSEA)	4.25	4.00	2.50	2.50	2.50	3.50	3.50	3.50	3.50			3.31
Transp.	4.50	4.00	2.00	2.00	2.00	3.75	3.60	3.50	3.50			3.21
Dundee												
CSEA	3.20	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.34
Gananda												
CSEA	2.50	1.40	2.80	2.80	2.80							2.46
Geneva												
CSEA	0.00	2.00	2.00	2.00	3.00	3.00	3.00					2.14
Gorham-Middlesex												
Bus Drivers (NYSUT)	3.70	1.90	2.25	2.25	2.70	2.70	2.70					2.60
Cust./F Serv (NYSUT)	3.70	3.75	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		3.14
Teacher Aides (NYSUT)	2.75	2.50	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		2.68
Honeoye												
NYSUT	2.50	2.50	2.50	2.75	2.50	3.00	2.95	2.95				2.71
Lyons												
NYSUT	3.00	3.00	2.50	2.50	2.50	1.80	1.80	1.80				2.36
						+ 54¢/hr	+ 54¢/hr	+ 54¢/hr				
Manchester-S'ville												
CSEA	1.80	1.00	1.90	1.90	2.50	2.50	2.50					2.01
Marion												
CSEA	3.50	1.75	1.75	1.75	1.75							2.10
Naples												
CSEA	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90				2.96

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES cont'd

	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	Avg.
Newark							*or starting rate +1.2% if greater					
Custodians (CSEA)	2.50	1.25	2.00	2.00	2.40	2.00	* 50¢/hr	2.90	2.90			2.24
Tchr Aides/Asst (NYSUT)	2.30	1.50	1.50	2.40	2.00	*2.25	*2.25	1.50				1.96
						* 2016-17 & 2017-18 2.25-3.0% based on years						
N Rose-Wolcott												
NYSUT	0.00	1.90	1.90	1.90	1.95							1.53
Palmyra-Macedon												
CSEA	3.90	3.90	2.90	2.90	2.90	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary		3.23
						or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr		
Penn Yan												
CSEA	3.90	2.25	2.25	2.25	2.25	2.35	2.35					2.51
Phelps-CI Springs (NYSUT)												
Nurses/Food Serv/ Bus Driv/Maint	4.05	4.05	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.90
Aides/Clerical	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
Red Creek												
CSEA	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50					2.71
					* 2015-16 % based on hire date							
Romulus												
CSEA	4.00	1.50	1.50	3.00	3.00	3.00						2.67
Seneca Falls												
NEA/NYSUT	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00				2.28
Sodus												
CSEA	3.00	2.00	2.00	2.00	2.00							2.20
Victor												
CSEA	1.00	1.00	1.50	2.00	2.00	2.00						1.58
Waterloo												
NEA/NYSUT	2.00	2.00	1.50	1.75	1.95	3.00	3.00					2.17
Wayne												
CSEA		2.50	2.50	2.70	2.90	2.90	2.70	2.90				2.73
Williamson												
CSEA	2.70	2.80	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00		2.70
WFL BOCES Avg.	3.13	2.85	2.27	2.28	2.44	2.73	2.83	2.81	3.08	3.00		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.1%	5.1%	4.8%	4.3%	3.7%	4.2%	4.2%						
2017	5.2%	5.3%	4.7%	4.4%	4.4%	4.6%	4.9%	4.9%	4.6%	4.4%	4.4%	4.4%	4.7%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.0%	6.2%	5.6%	4.9%	4.1%	4.4%	4.3%						
2017	5.8%	5.9%	5.2%	4.8%	4.8%	5.0%	5.1%	5.0%	5.0%	4.7%	5.0%	5.2%	5.1%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.4%	6.5%	6.1%	5.2%	4.3%	4.4%	4.5%						
2017	6.3%	6.4%	5.6%	4.8%	4.5%	4.6%	5.0%	5.0%	4.6%	4.4%	4.9%	5.1%	5.1%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.8%	7.0%	6.3%	5.5%	4.5%	5.0%	5.0%						
2017	6.6%	6.5%	5.7%	5.4%	5.2%	5.6%	5.6%	5.4%	5.2%	5.0%	5.4%	5.6%	5.6%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	4.7%	4.7%	4.2%	3.9%	3.3%	4.2%	4.0%						
2017	4.7%	4.6%	4.0%	3.8%	4.0%	5.0%	5.0%	4.6%	4.5%	4.1%	4.3%	4.0%	4.4%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.7%	6.0%	5.5%	4.6%	3.7%	3.9%	3.6%						
2017	5.8%	5.8%	5.1%	4.5%	4.3%	4.4%	4.3%	4.3%	4.3%	4.2%	4.5%	4.9%	4.7%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.6%	5.9%	5.4%	4.8%	4.0%	4.3%	4.3%						
2017	5.5%	5.6%	5.0%	4.6%	4.7%	4.9%	5.1%	5.0%	4.8%	4.7%	4.9%	5.0%	5.0%

** Please note that 2017 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

CONSUMER PRICE INDICES

	INDEX 1982-84 BASE YEAR=100	% INCREASE FROM PRIOR MONTH	% INCREASE FROM PRIOR YEAR
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June 2018

NY-Northeastern New Jersey Area

1. All Urban Consumers	274.170	0.1	2.0
2. Urban Wage Earners & Clerical Workers	269.348	0.1	2.3

U.S. City Average

1. All Urban Consumers	251.989	0.2	2.9
2. Urban Wage Earners & Clerical Workers	246.196	0.2	3.1

July 2018

NY-Northeastern New Jersey Area

1. All Urban Consumers	274.073	0.0	2.2
2. Urban Wage Earners & Clerical Workers	269.123	-0.1	2.5

U.S. City Average

1. All Urban Consumers	252.006	0.0	2.9
2. Urban Wage Earners & Clerical Workers	246.155	0.0	3.2

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-16	231.1	1.2	236.9	1.4	255.0	0.7	260.3	0.8
Feb-16	231.0	0.7	237.1	1.0	255.2	0.5	260.9	0.6
Mar-16	232.2	0.5	238.1	0.9	256.0	0.7	261.5	0.7
Apr-16	233.4	0.8	239.3	1.1	257.3	1.0	262.6	1.0
May-16	234.4	0.7	240.2	1.0	257.7	0.7	263.3	0.9
Jun-16	235.3	0.6	241.0	1.0	258.4	0.8	264.0	1.0
Jul-16	234.8	0.4	240.6	0.8	258.2	0.8	263.9	1.0
Aug-16	234.9*	0.7*	240.9*	1.1*	258.4*	0.9*	264.2*	1.1*
Sep-16	235.5	1.2	241.4	1.5	259.1	1.0	264.6	1.0
Oct-16	235.7	1.4	241.7	1.6	259.0	1.2	264.7	1.2
Nov-16	235.2	1.5	241.4	1.7	259.3	1.6	265.2	1.6
Dec-16	235.4	2.0	241.4	2.1	259.8	2.1	265.4	2.1
Jan-17	236.9	2.5	242.8	2.5	261.4	2.5	266.9	2.5
Feb-17	237.5	2.8	243.6	2.7	262.1	2.7	267.7	2.6
Mar-17	237.7	2.3	243.8	2.4	262.2	2.4	267.6	2.3
Apr-17	238.4	2.1	244.5	2.2	262.5	2.0	267.9	2.0
May-17	238.6	1.8	244.7	1.9	262.8	2.0	268.2	1.8
Jun-17	238.8	1.5	244.9	1.6	263.2	1.9	268.7	1.8
Jul-17	238.6	1.6	244.8	1.7	262.6	1.7	268.1	1.6
Aug-17	239.4	1.9	245.5	1.9	263.5	2.0	268.7	1.7
Sep-17	240.9	2.3	246.8	2.2	265.3	2.4	270.1	2.1
Oct-17	240.6	2.1	246.7	2.0	264.6	2.2	269.6	1.8
Nov-17	240.7	2.3	246.7	2.2	264.2	1.9	269.4	1.6
Dec-17	240.5	2.2	246.5	2.1	264.4	1.8	269.6	1.4
Jan-18	241.9	2.1	247.9	2.1	265.7	1.6	270.8	1.4
Feb-18	243.0	2.3	249.0	2.2	267.2	1.9	272.2	1.7
Mar-18	243.5	2.4	249.6	2.4	267.1	1.9	272.2	1.7
Apr-18	244.6	2.6	250.5	2.5	267.9	2.1	273.0	1.9
May-18	245.8	3.0	251.6	2.8	269.0	2.3	274.0	2.2
Jun-18	246.2	3.1	252.0	2.9	269.3	2.3	274.2	2.0
Jul-18	246.2	3.2	252.0	2.9	269.1	2.5	274.1	2.2
Aug-18								
Sep-18								
Oct-18								
Nov-18								
Dec-18								

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PAST ISSUES OF “THE ADVOCATE”

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