



THE ADVOCATE

Cayuga-Onondaga BOCES
Office of Personnel Relations
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Providing comprehensive
employment and personnel
relations services to local
school districts for over
45 years.

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WELCOME NEW CHIEF SCHOOL OFFICERS



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

PATRICIA GARCIA, Ed. D.

the recently appointed
Superintendent at the
GENEVA CITY SCHOOL DISTRICT

AND

EBEN BULLOCK

the recently appointed
Superintendent at the
SIDNEY CENTRAL SCHOOL DISTRICT



Impact Bargaining and Electronic Instruction

Are you familiar with the term “impact bargaining” also sometimes called “impact negotiations”? If not, now is the time to acquaint yourself with what it is and what you need to do if a union representative mentions it to you.

Simply, impact bargaining is a right held by the unions to bargain the “impact” of a unilateral “management rights” decision; which is, by law, a nonmandatory subject of

negotiation. Remember, unions have been given the right to bargain the “terms and conditions of employment”. So, while the union cannot challenge the “management rights” decision in-and-of-itself, it can make a demand to bargain the “impact” of that decision on employees.

If you are familiar with what “management rights” are, then the concept of “impact bargaining” may seem a bit counterintuitive. Unless the district has previously limited its right in an agreement, “management rights” are actions that are controlled exclusively by management. Meaning, they do not have to be bargained or restricted. Management rights, generally, give a school district the sole and exclusive authority to manage the business of the district; which includes, but is not limited to, the right to plan, direct and control the operations and programs of the district, and assign personnel as necessary to accomplish the district’s mission. A union may try and persuade a district to make a particular decision through the media, community organizing, and demonstrations, but, ultimately, there is no legal basis to challenge a “management rights” decision.

Due to COVID–19, New York State required school districts to submit opening plans for the 2020–2021 school year. Included in most every plan is a contingency for some form of electronic instruction. Whether a district will provide electronic instruction, or not, is a “management rights” decision. Likewise, the decision to provide electronic instruction, whether in real-time or pre-recorded, is a “management rights” decision. It does not matter if the teacher is providing the electronic instruction from a classroom or from at home. However, districts can expect to receive a letter from their unions demanding to negotiate the “impact” of those decisions.

If a demand for impact bargaining is received, a district cannot unilaterally determine that their decision will have no impact on the “terms and conditions of employment” and refuse to negotiate. Such a refusal will likely result in the union filing and winning a

§209.a-1(d) *Improper Practice* charge against the district. Therefore, contact your district's *Labor Relations Specialist* and notify the union that the district will engage in "impact bargaining".

Below are some "terms and conditions" issues that you may hear about if your district receives a demand to impact bargain:

- Ensuring Education Law 2-d compliant software;
- Use of personal equipment or district equipment;
- Access to proper software by teachers and students;
- Observation and evaluation of a teacher's performance;
- Storage of lesson recordings and acceptable use of those recordings;
- What constitutes "student interaction" by an instructor;
- What are the expectations for a teacher during "class time";
- Additional time spent to changes in lesson plans, grading, and homework assignments to facilitate electronic learning;
- Teaching preparation;
- Length of instructional day;
- Reduction of work force due to ability to use electronic instruction;
- Possible issues with electronic instruction;
- Impact of technical issues on evaluations and observations;
- Internet access issues (teachers and students); and
- Missed classes or meetings due to technology issues.

Many districts have put together plans for electronic learning with the help of representatives from the union and in so doing addressed many of the concerns that would otherwise lead to a demand for "impact bargaining." Also, some districts have fulfilled requests from certain teachers to provide electronic learning. In so doing the district is not making a "unilateral" decision and should differentiate this scenario

with one where the district has imposed its "management rights" decision on the teacher.

Just because your district receives a demand to impact bargain does not mean that the district has to give the union what they request. Depending on the specific request(s) in the demand, we will consider the extent that the management decision affects the duties and responsibilities of the job. If the decision for a teacher to provide electronic/remote instruction instead of in-person/in-district instruction fundamentally increases the amount of time to do the same job or adds additional ways that the teacher may be evaluated or disciplined, then it increases the likelihood that the district has to come to an agreement with the union.

However, if the effect to the time commitment is temporary or "*de minimus*" then this decreases or eliminates the "impact" to the "terms and conditions." You should analyze the district's electronic instruction plan to determine whether any "impact" actually, or should, decrease over time once the teacher learns the new process. If this is the case, then the result of the "impact bargaining" may be as simple as additional upfront training, which may be something that the district was planning on doing anyway.

As always, please call our office with any questions.



Title IX Update: How the New Requirements Impact the Investigation and Grievance Process

The recently enacted changes to Title IX (Title IX of the 1972 Amendments to the US Education Law) were adopted on May 6, 2020 and became effective on August 14, 2020. In our last Advocate edition we gave readers a brief overview of the changes to Title IX. In this article we will take a closer look at the impact those changes will have on the investigation and grievance process and what obligations those new requirements impose on school districts.

As we stated in our earlier article, once a school has actual knowledge of allegations of sexual harassment, it must act to investigate those allegations. Under the new Title IX regulations, K-12 schools are deemed to have actual notice if the sexual harassment is witnessed by or brought to the attention of any school employee. The means by which actual notice is received includes in-person observation, verbal or written notice, including email, text, or other electronic means. Similarly, a school is deemed to be on actual notice if the Title IX Coordinator becomes aware of the allegations. Regardless of the means, actual notice triggers a school's responsibility to resolve the underlying issues which could deny or impede access to educational programs to the alleged victim.

The new Title IX regulations require school districts to hold hearings or proceed with a balanced and transparent investigative process to identify and resolve sexual discrimination claims. The issues and logistics of the optional hearing process require a separate discussion and for purposes of this article we will focus on the K-12 investigative process.

Policy Requirements

Consistent with Title IX, school districts must have certain policies and personnel in place to address potential instances of sexual harassment. To that end, every school district must have a written sexual harassment policy describing sexual harassment; how and to whom to report an alleged incident; the formal complaint process; the rights of the parties; the investigative process; the grievance process to determine whether the incident of sexual harassment occurred; supportive measures available to the victims and the range of discipline if appropriate. In addition, the new regulations give school districts the option to elect the standard of proof they will use throughout the fact finding process. Districts will have the option to use either the Preponderance of the Evidence standard (often described as "50% plus the weight of a feather") or the more stringent Clear and Convincing Evidence standard. Regardless of the standard that a school district chooses to adopt, they must apply the standard consistently throughout the entire process. In addition, the Policy itself must not be biased toward one party or another on the basis of sex. In other words, policies cannot be drafted to give more credibility to one party over another solely on the basis of the sex of person making the statement and any policy provisions must be applied equally.

Title IX Coordinator

In order to facilitate the claims process, school districts must provide the name and contact information of the Title IX Coordinator(s) to every student, parent or guardian, district employee and union

representative by posting their contact information on the District website at a minimum. The Coordinator is responsible for Title IX compliance and in particular ensuring that prior to any formal complaint or investigation the alleged victim and the accused are advised of the rights and resources available to them consistent with the school's written policy. It is important to note that once the school has actual notice of alleged sexual harassment, the Title IX Coordinator must reach out to the alleged victim and advise them as to how to file a formal complaint, any supportive measures available to them, anti-retaliatory and false statement policies, as well as the availability of a voluntary informal resolution process (which is not available if the alleged incident involves an accused staff member and a student victim). Any informal resolution must be managed by an individual independent of the process and trained to address sexual harassment issues and remedies. At no time may the Coordinator either encourage or discourage the alleged victim from filing a complaint. It should be noted that even if the alleged victim does not choose to file a formal complaint, the school district must conduct an investigation into the allegations and make a determination as to whether sexual harassment occurred.

The Title IX Coordinator is responsible for the school's compliance with Title IX by providing written notice to both the alleged victim (the Claimant) and the accused perpetrator (the Respondent) of their rights in the investigative process and further advise the victim of access to supportive measures free of charge, regardless of whether a complaint has been filed.

Specifically, both the accused and the alleged victim must be provided with a copy of the complaint (if available), or at least a description of the alleged sexual harassment, including where, when and how it occurred along with those involved and any potential witnesses. In addition, the notice should include any potential policy violation (including making false statements and retaliation), the range of potential remedies

or discipline, standard of proof, the ability to choose and include an advisor (an attorney or non-attorney) and the process and ability to appeal.

As referenced above, the victim¹ must also be advised of the supportive measures available to them in order to restore or maintain access to educational programs or activities. These services include but are not limited to, counseling, extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual contact restrictions; change in work locations; leaves of absence; or increased security. These measures which are designed to protect the safety of the school's educational environment or deter sexual harassment must be kept confidential to the extent possible.

The Investigator

The school must conduct a fair and consistent investigation free from conflicts of interest. The process requires the investigator to examine witnesses and evidence with an impartial and non-biased approach. At the conclusion, the investigator must provide the parties and their representatives with a written report and give them an opportunity to inspect and review the evidence supporting or disproving responsibility as well as an opportunity to appeal any determination at least ten days prior to delivery to the Decision Maker.

The Decision Maker

Once the report is finalized, the Investigator delivers the final report to the Decision Maker to determine whether sexual harassment occurred, based on the evidence and consistent with school policy. The Decision Maker should be an individual other than the Coordinator or Investigator with training on Title IX issues, an understanding of the relevant school policies, the relevance of the evidence presented, the available supportive measures and, if appropriate, the range of

¹ Supportive measures are generally available to the victim, but in some circumstances may have to be offered to the alleged perpetrator.

disciplinary measures available. The Decision Maker will advise the parties in writing as to whether there is a finding of sexual harassment and if so, further advise as to what remedies are available to restore or maintain access to educational programs or activities, and if appropriate, what disciplinary measures will be imposed. The decision must include the grounds for the decision, the standard of proof employed in arriving at the decision and instructions for appeal. Briefly, appeals must be offered to both parties and be based on either procedural deficiencies (failure to follow the process), newly discovered evidence, or bias or conflict of interest that affected the outcome of the decision. Finally, the entity to which the appeal is made should not have been engaged in any part of the process.

As you can see, the new federal regulations significantly increase the obligation of school districts to re-examine their existing policies, processes and training to comply with the requirements of Title IX in order to provide a fair and predictable process for identifying, investigating and adjudicating claims of sexual harassment.

Our office remains committed to providing you with the best possible information and guidance on this subject and we are available to answer any questions you may have.



A WORD ON STUDENT HEARINGS

As we enter the 2020–2021 school year, what education looks like now is vastly different than twenty-five years ago when the Office of Personnel Relations (OPR) began providing student discipline hearing services. Changes in how instruction is being delivered, the restorative justice movement and the use of technology in schools necessitate an examination of the delivery of student hearing services by the OPR.

The OPR began serving as hearing officers as an ancillary for those difficult or politically charged hearings that would arise during the course of each school year. In the 2004–2005 school year, the OPR provided services in 83 cases to our approximately 40 service participants. The number of hearings the OPR participated in has grown steadily over the years, reaching 440 cases in the 2018–2019 school year. The OPR was on track to surpass this total in 2019–2020 with just under 300 hearings completed and 11 more scheduled during the week when schools were closed last March.

What began as a supplemental service has turned into a near full-time job. The volume of hearings our office has handled over the last several years, especially before breaks and in the last quarter of the school year, has resulted in difficulty when scheduling hearings. We hear and share your frustration when we are not able to schedule a hearing during the initial 5-day suspension. In an effort to continue providing student-hearing services that meet your needs, we offer the following suggestions.

Do you actually need to hold a hearing?

In many of the hearings we conduct each year the school district does not ask for a penalty. We recognize that there are instances where bringing a student in for a formal hearing in and of itself is the punishment. Absent the need to “send a message” the purpose of conducting a superintendent’s hearing is to seek a suspension beyond the initial 5 days. The student’s disciplinary record will not be viewed any less favorably in the future if he/she has a 5-day principal’s suspension or was brought to a hearing and no additional suspension time was sought.

Has the parent/guardian been informed of the hearing?

Often, we arrive at the hearing and the parent and student do not appear. In some instances, the parent was never made aware of the hearing. Therefore, a phone call should be placed to the parent when the hearing is scheduled to inform them of the date, time and location, and that the written notice will be delivered to them. In addition, the parent should be called the day before the hearing to remind them of the time and location of the hearing.

It is the school district’s obligation to ensure the hearing notice is delivered to the parent. Mailing the hearing notice may not allow enough time for delivery, depending on when the hearing has been scheduled. Even mailing hearing notices via certified mail is frowned upon because delivery can often be delayed if the recipient is not home or refuses delivery. Personal delivery is always recommended. If the parent/student do not appear for the hearing then any proof that shows delivery was made should be entered into evidence. This could include an affidavit of service or testimony from the person who delivered or mailed the notice. Testimony would include when and where the notice was delivered and, if mailed, that the mailing was not returned to the school district.

Is your evidence ready?

Any potential witnesses should be on notice that they may have to testify in the hearing and steps (classroom coverage) should be taken to ensure they are prepared to testify in a timely manner. At least three (3) copies of each document to be offered into evidence should be brought to the hearing. The recording device should be checked to ensure it is working and has fresh batteries or has been charged. Lastly, copies of the code of conduct, or at least the relevant sections, must be provided to the hearing officer and parent.

Can you conduct the hearing virtually?

The closure of schools due to COVID forced many of us to become proficient at holding meetings over Zoom. While not every hearing can be held over Zoom, there are plenty of situations where a virtual hearing could benefit all parties involved. In many instances, parents and students are unable to find transportation to the school district for the hearing, or they simply cannot be physically present at the time the hearing is scheduled. Zoom provides the parties with the ability to hold a hearing in these situations. A virtual hearing should only be conducted in the simplest of cases. Cases where there are no or limited documents to enter into evidence and few if any witnesses, are favorable to be conducted over Zoom. For instance, in cases where the principal observed the misconduct or where the student made an admission to the principal, are appropriate to be conducted virtually. Any documents to be introduced into evidence must be sent to the parent prior to the hearing.

If you have any questions about hearing procedures, please do not hesitate to reach out to the office.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.25	2.25	2.25	2.50	2.70	2.75	2.80	2.80				2.54
Auburn	2.25	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85			2.60
Cato-Meridian	2.00	2.00	2.70	2.60	2.50	2.85	2.85	2.70				2.53
Jordan-Elbridge	2.18	2.50	2.50	2.50	2.80	2.80	2.80	2.80				2.61
Moravia	0.00	2.50	2.50	2.50	2.90	2.85	2.80	2.80				2.36
Port Byron	2.00	2.00	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88		2.59
Skaneateles	1.50	2.50	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60		2.93
So. Cayuga	2.00	2.25	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900			2.54
Union Springs	2.00	2.00	2.50	2.50	2.50	2.75	2.80	2.85				2.49
Weedsport	2.00	2.00	2.50	2.50	2.75	2.75	2.75					2.46
	1.82	2.23	2.49	2.58	2.74	2.79	2.83	2.89	3.11	3.24		

BROOME-TIOGA BOCES

Chenango Valley	2.75	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00			2.84
Deposit	2.50	2.50	3.00	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00		2.90
Maine-Endwell	2.60	2.80	2.95	2.95	2.95	2.95						2.87
Owego-Apal.	2.00	2.00	2.95	2.85	2.75	3.00	3.50	3.00	3.00			2.73
Union-Endicott	2.70	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00			2.98
Vestal	2.60	2.95	2.95	2.95	3.00	3.00	3.00	3.00				2.93
Whitney Point	2.20	2.20	2.50	2.60	2.70	3.00	3.00	3.00				2.65
	2.48	2.56	2.81	2.86	2.86	3.07	3.10	3.00	3.00	3.00		

GENESEE VALLEY BOCES

Geneseo	2.00	3.00	3.00	3.00	3.75	3.60	3.50					3.12
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OSWEGO BOCES

Hannibal	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00				2.51
Oswego	2.00	2.00	2.00	0.00	3.00	3.00	3.00					2.14
	1.88	2.10	2.10	1.10	2.88	3.00	3.00	3.00				

TOMPKINS-SENECA-TIOGA BOCES

BOCES												
Candor	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step					2.60
Dryden	3.00	3.00	3.00	3.05	3.13	4.42	4.25	4.14	3.31			3.48
Groton	2.50	2.60	2.70	2.70	6.00	6.00	6.0/5.0/4.0					3.75
							% depends on years					
Ithaca	2.00	2.00	2.00	4.50	\$1,930	3.00						2.70
Lansing	2.70	3.00	3.00	3.25	2.85	2.90	2.65					2.91
Newfield	3.00	3.50	2.75	2.50	3.25	3.00	3.25					3.04
South Seneca	2.45	2.45	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50		2.96
Trumansburg	3.00	3.00	2.50	3.00	3.25	3.50	3.50					3.11
	2.58	2.79	2.49	3.11	3.72	3.72	3.60	3.82	3.41	3.50		

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.50	2.45	2.45	3.00	3.00							2.68
Bloomfield	1.98	2.00	2.00									1.99
Canandaigua	2.69	2.65	2.57									2.64
Clyde-Savannah	2.25	2.25	2.25	3.50	3.25	3.25	3.00	2.0 + \$125				2.82
Dundee	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25				3.15
Gananda	2.60	2.75	3.00	3.00	3.20	3.10	3.20	3.40				3.03
Geneva	2.00	2.00	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70		2.72
Gorham-Middlesex	2.50	2.50	2.50	3.00	3.00	3.00	3.00					2.79
Honeoye	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45				3.04
Lyons	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	3.08*			2.88
Manchester-Shortsville	2.00	2.00	2.50	3.00	2.50	2.50	2.50					2.43
Marion	2.00	2.40	2.25	3.00	3.25	3.50	3.65					2.86
Naples	2.25	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25			2.85
Newark	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20				2.94
N Rose-Wolcott	1.90	2.00	2.30	3.50	3.50	3.30	3.30	3.30				2.89
Palmyra-Macedon	3.90	2.50	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50	3.12
Penn Yan	1.90	2.00	2.00	2.30	3.00	3.00	3.00	3.00	\$125 + 3.00	\$125 + 3.00		2.62
Phelps-Cl Springs	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
Red Creek	2.50	2.40	2.40	4.00	3.25	3.00	2.50					2.86
Romulus	1.50	1.50	5.00	3.00	3.00	3.00	2.75	2.75	2.75			2.81
Seneca Falls	2.00	2.00	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200		2.58
Sodus	2.00	2.20	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00		2.88
			* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members				* 2019-20, 2020-21, 2021-22, and 2022-23 or 2% off schedule, or \$12,000 if applicable					
Victor	2.50	2.50	3.10	3.10	3.10							2.86
Waterloo	1.50	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25			2.74
Wayne	3.00	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00			3.00
Williamson	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15			2.81
	2.29	2.27	2.70	3.08	2.98	3.08	3.09	3.17	3.02	2.98	3.50	

* Lyons 2019-20, 2020-2021 and 2021-22 + \$1,000 at 21 years

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
BOCES												
Aides (CSEA)	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80				2.47
Tchr. Ass't	2.00	2.00	2.50	2.50	2.70	2.75	2.80					2.46
Non-Instructional	2.00	2.00	2.50	2.50	2.70	2.75	2.80	2.80				2.51
Auburn												
Aides/Clerical (NYSUT)	1.00	2.00	2.00	2.60	2.60	2.60						2.13
Bus Drivers (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Cust/Maint. (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Nurses (SEIU)	2.00											2.00
Cato-Meridian												
Aides/Ass'ts (SEIU)	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr				
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0			2.81
Bus Drivers	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00			2.50
Cust./Maint (SEIU)	3.00	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0			2.81
Cafeteria (SEIU)	3.00	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0			2.81
Transportation	1.00	1.00	1.00	2.75	2.75	2.75	3.00	3.00	3.00			2.17
Moravia												
Aides/Ass't (CSEA)	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
CSEA	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
Port Byron												
Aides (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Cafeteria (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Nurse (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Clerical (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
Skaneateles												
Aides (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Tchr Ass't (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Cust./Maint (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Nurses (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Clerical (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
So. Cayuga												
Aides (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Tchr. Ass't (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Drivers (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Mech (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cust./Maint (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cafeteria (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Clerical (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Union Springs												
Aides (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Tchr. Ass'ts (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Bus Mech (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cust/Maint. (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Nurses (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Clerical (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
					* @ % + \$250							
Weedsport												
Aides (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Bus Drivers (CSEA)	1.95	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75				2.44
			*Bus drivers @ % + 30¢									
Bus Mech (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Cust/Maint. (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Nurses, Clerical												
C-O BOCES Avg.	1.90	2.26	2.34	2.43	2.61	2.74	2.84	2.79	3.00	2.75		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	2.25	2.50	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr				2.81
Deposit												
CSEA	2.00	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr			3.00
Maine-Endwell												
Cust./Maint.	2.00	50¢/hr	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr					2.00
Supp Staff	2.95	3.00	3.15									3.03
Transp	\$600	\$700	\$800	\$910- \$1625	\$860- \$1525	\$810 - \$1425						
Owego-Apalachin												
NYSUT	1.99	1.99	2.50	2.50	2.50							2.30
Union Endicott												
Cafe. Workers	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00			2.89
Cent Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Comp & Tech	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00			2.91
Dist Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Maint. Workers	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00			2.91
School Aides	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00				2.87
Transp	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.87
						*@ % + 25¢/hour						

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	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)	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00				2.72
B-T BOCES Avg	2.49	2.66	2.75	2.73	3.17	3.18	3.00	3.00	2.80			
OSWEGO BOCES												
Hannibal												
CSEA	1.75	1.95	2.00	2.50	2.75	3.00						2.33
HEA	1.75	2.20	2.20	2.20	2.25							2.12
Oswego												
CSEA	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00				2.25
Osw. BOCES Avg.	1.83	2.05	2.07	1.57	2.67	3.00	3.00	3.00				
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local												
Candor												
Local												
Dryden												
NYSUT	3.00	2.85	2.66	2.90	3.75	3.50	3.50					3.17
Groton												
CSEA	2.50	2.75	2.75	2.25	2.25	2.25						2.46
Ithaca												
Supp Prof.		2.00	3.00	2.00	2.00							2.25
Lansing												
NYSUT	90¢/hr	3.50	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr				3.25
Newfield												
CSEA	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00				2.56
South Seneca												
Local	2.00	2.00	2.00	2.60	2.10	2.00	\$1.40- \$2.00	3.50	2.50	2.50		2.36
Trumansburg												
Local	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50						2.75
T-S-T Avg.	2.50	2.44	2.53	2.50	2.62	2.85	3.25	3.25	2.50	2.50		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	1.90	2.75	2.45	2.45								2.39
Bloomfield												
NEA/NYSUT	1.95	1.85	1.85									1.88
Canandaigua												
Cust./Maint.	3.00	3.00	3.00									3.00
Cler./Aides	3.00	2.40	2.40									2.60
Food Service	2.25	2.25	3.00	3.00	3.00							2.70
Bus Drivers	2.25	2.25										2.25
Monitors	2.25	2.00	3.47	2.40	2.35							2.49
Clyde-Savannah												
Supp Pers (CSEA)	2.50	2.50	2.50	3.50	3.50	3.50	3.50	2.50				3.00
Transp.	2.00	2.00	2.00	3.75	3.60	3.50	3.50	+ 75¢/hr				2.91
Dundee												
CSEA	2.00	2.00	2.00	2.50	2.50	2.50	4.00	4.00	4.00			2.83
Gananda												
CSEA	2.80	2.80	2.80									2.80
Geneva						*for 5+ yrs of service up to \$1.00						
CSEA	2.00	2.00	3.00	3.00	3.00	*5¢/hr/yr	+ 75¢/hr	+75¢/hr				2.60
Gorham-Middlesex												
Bus Drivers (NYSUT)	2.25	2.25	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.52
Cust./F Serv (NYSUT)	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.94
Teacher Aides (NYSUT)	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.69
Honeoye												
NYSUT	2.50	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30		3.01
Lyons												
NYSUT	2.50	2.50	2.50	1.80	1.80	1.80	2.90	2.90	2.90			2.40
				+ 54¢/hr	+ 54¢/hr	+ 54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr			
Manchester-S'ville												
CSEA	1.90	1.90	2.50	2.50	2.50							2.26
Marion												
CSEA	1.75	1.75	1.75									1.75
Naples												
CSEA	2.70	2.70	2.70	2.80	2.90	2.90	3.50	3.50	3.75	3.90		3.14

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
WAYNE-FINGER LAKES BOCES cont'd												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
Newark					*or starting rate +1.2% if greater							
Custodians (CSEA)	2.00	2.00	2.40	2.00	* 50¢/hr	2.90	2.90					2.37
Tchr Aides/Asst (NYSUT)	1.50	2.40	2.00	*2.25	*2.25	1.50	* 2.9 + .40/hr	* 2.9 + .35/hr	* 2.9 + .35/hr			2.29
				* 2016-17 & 2017-18 2.25-3.0% based on years			* OR Salary Rate					
N Rose-Wolcott												
NYSUT	1.90	1.90	1.95									1.53
Palmyra-Macedon												
CSEA	2.90	2.90	2.90	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary				2.90
				or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr				
Penn Yan												
CSEA	2.25	2.25	2.25	2.35	2.35							2.29
Phelps-CI Springs (NYSUT)												
Nurses/Food Serv/ Bus Driv/Maint	2.00	2.00	2.00	3.00	3.00	3.00	3.00	2.25	3.50	3.50		2.73
Aides/Clerical	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
Red Creek												
CSEA	2.00	2.00	* 3.50	2.50	2.50	\$1/hr	3.00	\$1/hr	3.00			2.50
			* 2015-16 % based on hire date									
Romulus												
CSEA	1.50	1.50	3.00	3.00	3.00							2.40
Seneca Falls												
NEA/NYSUT	2.00	2.00	3.00	2.75	2.50	2.00						2.38
Sodus												
CSEA	2.00	2.00	2.00									2.00
Victor												
CSEA	1.50	2.00	2.00	2.00								1.88
Waterloo												
NEA/NYSUT	1.50	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00			2.58
Wayne												
CSEA	2.50	2.70	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00		3.39
						OR	\$1.00/hr					
Williamson												
CSEA	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00				2.69
WFL BOCES Avg.	2.27	2.28	2.44	2.73	2.83	2.82	3.27	2.98	3.48	3.64		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.1%	3.9%	4.2%	15.1%	14.2%	15.5%	16.0%	12.6%					
2019	4.8%	4.5%	4.2%	3.6%	3.6%	3.8%	4.2%	4.1%	3.6%	3.7%	3.6%	3.7%	4.0%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.9%	4.7%	4.7%	16.3%	11.8%	11.8%	13.0%	9.8%					
2019	5.0%	5.0%	4.6%	3.8%	3.8%	4.0%	4.3%	4.2%	3.9%	3.9%	4.0%	4.5%	4.3%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	5.3%	5.1%	5.1%	15.3%	10.6%	10.5%	11.8%	9.1%					
2019	5.3%	5.3%	4.9%	3.9%	3.8%	3.9%	4.2%	4.2%	3.6%	3.8%	3.9%	4.7%	4.3%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	5.7%	5.4%	5.4%	15.2%	10.7%	11.3%	12.7%	9.6%					
2019	5.8%	5.5%	5.1%	4.3%	4.0%	4.5%	5.0%	4.8%	4.3%	4.3%	4.4%	5.0%	4.7%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	3.8%	3.5%	3.5%	10.2%	7.8%	8.8%	9.8%	7.2%					
2019	4.0%	3.8%	3.5%	3.2%	3.3%	3.8%	4.2%	4.0%	3.7%	3.6%	3.3%	3.3%	3.6%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.9%	4.7%	4.8%	14.4%	10.1%	9.9%	11.1%	8.4%					
2019	4.8%	4.8%	4.4%	3.6%	3.4%	3.6%	3.7%	3.7%	3.4%	3.5%	3.6%	4.4%	3.9%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.7%	4.5%	4.6%	14.9%	11.0%	11.2%	12.9%	9.9%					
2019	4.7%	4.7%	4.3%	3.7%	3.7%	3.9%	4.3%	4.3%	3.8%	3.9%	3.9%	4.4%	4.1%

** Please note that 2019 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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July 2020

NY-Northeastern New Jersey Area

1. All Urban Consumers	283.624	0.5	1.7
2. Urban Wage Earners & Clerical Workers	277.944	0.5	1.7

U.S. City Average

1. All Urban Consumers	259.101	0.5	1.0
2. Urban Wage Earners & Clerical Workers	252.636	0.6	1.0

August 2020

NY-Northeastern New Jersey Area

1. All Urban Consumers	283.478	- 0.1	1.4
2. Urban Wage Earners & Clerical Workers	277.920	0.0	1.5

U.S. City Average

1. All Urban Consumers	259.918	0.3	1.3
2. Urban Wage Earners & Clerical Workers	253.597	0.4	1.4

COST OF LIVING UPDATE

ALL CITIES

NY - NORTHEASTERN NEW JERSEY

Month	Revised Wage Earner Index	%	All Urban Consumers Index	%	Revised Wage Earner Index	%	All Urban Consumers Index	%
Jan-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	246.3	2.9	252.1	2.7	269.3	2.2	274.4	2.2
Sep-18	246.6	2.3	252.4	2.3	270.3	1.9	275.5	2.0
Oct-18	247.0	2.7	252.9	2.5	269.9	2.0	275.1	2.0
Nov-18	245.9	2.2	252.0	2.2	269.2	1.9	274.5	1.9
Dec-18	244.8	1.8	251.2	1.9	268.4	1.5	273.8	1.6
Jan-19	245.1	1.3	251.7	1.6	269.7	1.5	275.1	1.6
Feb-19	246.2	1.3	252.8	1.5	270.3	1.2	275.8	1.3
Mar-19	247.8	1.8	254.2	1.9	271.1	1.5	276.6	1.6
Apr-19	249.3	1.9	255.5	2.0	272.0	1.5	277.4	1.6
May-19	249.9	1.7	256.1	1.8	272.7	1.4	278.1	1.5
Jun-19	249.8	1.4	256.1	1.6	273.4	1.5	278.8	1.7
Jul-19	250.2	1.7	256.6	1.8	273.3	1.5	278.8	1.7
Aug-19	250.1	1.5	256.6	1.7	273.9	1.7	279.4	1.8
Sep-19	250.3	1.5	256.8	1.7	273.7	1.3	279.3	1.4
Oct-19	250.9	1.6	257.3	1.8	273.5	1.3	279.3	1.5
Nov-19	250.6	1.9	257.2	2.1	273.6	1.7	279.5	1.8
Dec-19	257.0	2.3	250.5	2.3	279.8	2.2	274.0	2.1
Jan-20	258.0	2.5	251.4	2.5	282.0	2.5	276.1	2.4
Feb-20	251.9	2.3	258.7	2.3	276.4	2.3	282.6	2.4
Mar-20	251.4	1.5	258.1	1.5	276.0	1.8	282.0	2.0
Apr-20	249.5	0.1	256.4	1.1	274.9	1.1	280.6	2.4
May-20	249.5	0.1	256.4	0.1	276.4	1.4	282.1	1.4
Jun-20	251.1	0.6	257.8	0.5	276.5	0.0	282.3	0.1
Jul-20	252.6	0.6	259.1	0.5	277.9	0.5	283.6	0.5
Aug-20	253.6	0.4	259.9	0.3	277.9	0.0	283.5	0.1
Sep-20								
Oct-20								
Nov-20								
Dec-20								

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The Cayuga-Onondaga BOCES does not discriminate on the basis of an individual's actual or perceived race, color, religion, creed, ethnicity, national origin, citizenship status, age, marital status, partnership status, disability, predisposing genetic characteristics, sexual orientation, gender/sex, military status, veteran status, domestic violence victim status or political affiliation, and additionally does not discriminate against students on the basis of weight, gender identity, gender expression, and religious practices or any other basis prohibited by New York state and/or federal non-discrimination laws in employment or its programs and activities. The BOCES provides equal access to community and youth organizations.

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

Randy J. Ray
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