



# THE ADVOCATE

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45 years.

## VOLUME XLI JANUARY/ FEBRUARY 2021

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# LEGISLATIVE UPDATE

Please be advised that effective March 23, 2021, all single occupancy bathrooms in school buildings in New York State are required to be designated “gender neutral”. The new legislation, which affects all public buildings in New York State provides a specific amendment to New York State Education Law Article 9, Section 409, School Buildings and Sites, adding the following new Section 409-M which states:

“The board of education or trustees of every school district or, in the case of the city school district of New York, the chancellor, and every board of cooperative educational services, charter school and nonpublic school within the state shall develop policies and procedures requiring that all single-occupancy bathroom facilities are designated as gender neutral for use by no more than one occupant at a time or for family or assisted use. Such gender neutral bathroom facilities shall be clearly designated by the posting of such on or near the entry door of each facility. For purposes of this section, “single-occupancy bathroom” shall have the same meaning as paragraph (d) of subdivision one of section one hundred forty-five of the public buildings law.”

Section 145 (d) of the Public Buildings Law referenced in Section 409-M above describes a single-occupancy bathroom as follows: “single-occupancy bathroom” means a bathroom intended for use by no more than one occupant at a time or for family or assisted use and which has a door for entry into and egress from the bathroom that may be locked by the occupant to ensure privacy and security.

Please note that the new law relates to the designation and signage of current single occupancy bathrooms and does not require any modifications to existing facilities.

# EEOC VACCINE GUIDANCE



As the vaccine begins to roll out and the proverbial end is in sight, the Equal Employment Opportunity Commission (“EEOC”) issued non-binding guidance last month on vaccine use and whether an employer or district can require vaccines in the workplace. This article will address those issues as well as how vaccines interact with the American’s with Disabilities Act (“ADA”).

The EEOC has recently advised that, generally, an employer can mandate<sup>1</sup> all employees receive the COVID-19 vaccine as an extension of the employer’s obligation to provide a safe and healthy work environment<sup>2</sup>. This right is not unlimited, as employees may have a disability or sincerely held religious beliefs which may exempt them from a mandatory vaccine program. If an employee can establish either of these exemptions, then the district must try to provide a reasonable accommodation. If there is no reasonable accommodation, then the employee may be removed from the workplace only if they pose a “direct threat.”

If an employee can establish they are exempt due to reasons related to a disability, the district must engage in the interactive process governed by the ADA. The parties must engage in a conversation to try and identify an accommodation that fits the employee’s needs while allowing the employee to perform the functions of their position. This analysis is specific to the individual, meaning that the district must engage in this process for every employee who claims an exemption. Given that remote learning is prevalent, masks

1 While not addressed in detail here, a district’s decision to mandate vaccination and the impacts therefrom may raise certain bargaining obligations with the relevant union.

2 It is important to note that the EEOC’s guidance is persuasive but not binding, and there remains a complicated legal question regarding whether the emergency authorization used to approve these vaccines affects an employer’s ability to mandate its use.

and social distancing have been required for months, and the educational process has continued despite these obstacles, it's difficult to argue that any of these options are not a reasonable accommodation for any employee who has worked under these or similar conditions. Therefore, districts should give strong consideration to any of these options before denying them as a reasonable accommodation. However, that argument will weaken as the world returns to "normal" and in-person instruction becomes the norm again.

If an employee is claiming an exemption due to a sincerely held religious belief, then they must first explain that sincerely held belief, and why it requires an exemption. The standard to show a sincerely held religious belief is very low and can be established on the individual's argument alone, without further proof. If the employee can make that minimal showing, then the district must again engage in the interactive process as described above. If an accommodation is unavailable, or in the context of a religious exemption is an "undue hardship", the district may remove the employee, provided they pose a "direct threat" to the organization.

A direct threat is "a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation." To determine whether someone is a direct threat, the district must consider 1) the duration of the risk, 2) the nature and severity of the potential harm, 3) the likelihood that the potential harm will occur, and 4) the imminence of the potential harm. This is also an individual analysis, meaning that a district cannot have a blanket policy excluding unvaccinated employees from the workplace, but must determine whether an individual poses a direct threat and whether an accommodation to remove that threat is feasible. That an employee poses a direct threat does not mean that the district is automatically empowered to end their employment. There may be accommodations, such as remote work, that remove the threat from the workplace while allowing the

employee to continue their work, or other entitlements either as a function of law or a collective bargaining agreement that prevent discharge.

It is important to remember that none of the above changes the reality of our current work environment. The state's mask mandates, social distancing requirements, and virtual learning obligations remain in full force and effect. That some or all of a District's employees have been vaccinated does not remove the obligation to abide by these various rules, regulations, and executive orders that currently define our work life in New York State. This also includes employees who are either out on medical leave or working from home to avoid exposure to the virus. This is a complex and evolving area of the law that requires a detailed and nuanced evaluation of each individual situation, and we encourage you to reach out to our office with any questions or concerns prior to taking action.

## Split Among Circuit Courts Raises Questions on Regulating Disruptive Off-Campus Speech

By Dennis O'Brien and Christie R. Jacobson of Frazer & Feldman LLP for the New York State Association of School Attorneys

According to the U.S. Supreme Court, neither students nor teachers "shed their constitutional rights to the freedom of speech at the schoolhouse gate" (*Tinker v. Des Moines Independent Community School, 1969*). However, the court said schools may regulate or discipline students for speech that "materially disrupts classwork or involves substantial disorder or invasion of the rights of others." Several federal circuit courts have applied the school's authority under *Tinker* to off-campus speech when it creates a

foreseeable risk of substantial disruption on campus.

In the age of social media, COVID-19 and an increasingly polarized society, it is easier than ever for off-campus speech to disrupt the school setting. To complicate matters further, remote learning has expanded the traditional definition of “on-campus.”

In the Second Circuit, with jurisdiction over New York, the law is clear that schools can regulate and discipline students for off-campus speech that “foreseeably creates a risk of substantial disruption within the school environment.” [See *Doninger v. Niehoff* (2008) and *Wisniewski v. Board of Educ. of Weedsport Cent. School Dist.* (2007).]

Similarly, in the Ninth Circuit, with jurisdiction over seven western states as well as Alaska and Hawaii, it must be “reasonably foreseeable the speech will reach the school community,” and the speech must have a sufficient “nexus” to the school [See *McNeil v. Sherwood School Dist.* (2019).]

However, on June 30, 2020, the Third Circuit, with jurisdiction over Pennsylvania, New Jersey, and Delaware, issued a controversial ruling that surprised many school attorneys. In *B.L. by and through Levy v. Mahanoy Area School District*, the Third Circuit declared that a school’s ability to regulate disruptive student speech under *Tinker* does NOT extend to off-campus speech. This view clashes with the standards adopted by the Second, Fifth, Eighth and Ninth Circuits. Such a sharp conflict between circuits makes Supreme Court intervention possible in the future.

This article will discuss the Third Circuit’s reasoning as compared to that of the Second Circuit.

### **Third Circuit views off-campus speech as protected**

In *B.L. by and Through Levy v. Mahanoy Area School District*, the plaintiff was a cheerleader at Mahanoy Area High School in Pennsylvania. After she failed to win a spot on the varsity team, she used Snapchat to post a photo of

herself and a friend extending their middle fingers with a caption reading: “F--- school, f--- softball, f--- cheer, f--- everything.” She also added a second text post bemoaning her placement on junior varsity. Upon becoming aware of the posts, Mahanoy school officials suspended B.L. from cheerleading. B.L.’s parents filed a lawsuit alleging violation of B.L.’s First Amendment rights.

Initially, the issue was whether this off-campus speech was disruptive enough to trump the student’s right to express herself as guaranteed by the First Amendment and *Tinker*. The federal district court ruled in favor of B.L. and held that her “snap” was off-campus speech that had not created any foreseeable disruption in the school setting.

Mahanoy School District appealed and the Third Circuit affirmed, but not on the narrow grounds set forth by the district court. Rather, a divided panel held “that *Tinker* does not apply to off-campus speech...”

Generally, judges tend to favor settling cases on the narrowest grounds possible.

However, in *Mahanoy*, the Third Circuit offered not one but three rationales for its conclusion. First, it said *Tinker* makes sense inside a school where other students are a “captive audience.” *Tinker*’s application loses that rationale, said the court, when applied to off-campus speech. Second, the volume of student speech found on social media is prodigious. This may tempt school officials to regulate student speech that officials deem “inappropriate, uncouth or provocative,” and not merely speech that is foreseeably disruptive. Third, a new bright-line rule will provide clarity to both students and school-officials trying to navigate the minefield of off-campus student speech.

The impact of the *Mahanoy* decision is substantial in Pennsylvania, New Jersey and Delaware. Districts in those states that impose discipline for off-campus speech because it is “disruptive” could pay monetary damages for violating student First Amendment rights.

While *Mahanoy* does not set a precedent for other jurisdictions, it could influence courts elsewhere. *Mahanoy* stands in sharp contrast to the positions adopted by other federal circuits, including the Second Circuit, and creates uncertainty regarding student discipline and off-campus speech.

### **Second Circuit precedents still apply in New York**

In *Wisniewski v. Board of Educ. Of Weedsport Cent. School Dist.* (2007), the Second Circuit considered the suspension of an eighth grader named Aaron Wisniewski who had used a home computer to send online emojis of a gun firing into a person's head and blood droplets. The caption read, "Kill Mr. VanderMolen" (referring to the student's teacher). Upon its review, the Second Circuit upheld a one-semester suspension for Wisniewski because his conduct had created the "foreseeable risk" that it would "materially and substantially disrupt the work and discipline of the school." The court thereby allowed schools to discipline students for off-campus speech that created "a foreseeable risk of substantial disruption within" the school.

The Second Circuit reaffirmed this position one year later in *Doninger v. Niehoff*. Seventeen-year-old Avery Doninger was upset about the postponement of a "battle of the bands" concert at her high school. A member of the student council, she and three others widely distributed an email that urged members of the school community and public at large to contact the school principal and superintendent to restore the original date of the event. School officials received so many calls that the superintendent left an off-campus event and returned to school to deal with the issue. After being warned about the disruptive aspects of her activism, Doninger persisted. She blogged about the event and referred to school officials as "douchebags." As a form of discipline, the superintendent prevented her from being a candidate for senior class secretary, which she said violated her free speech rights.

The Second Circuit upheld the federal District

Court's denial of a temporary restraining order. The Second Circuit found that the blog post had "foreseeably create[d] a risk of substantial disruption within the school." The court held that the language in the post was offensive and had used misleading or false information to create a greater disturbance. Notably, the Second Circuit confirmed that school officials need not demonstrate an *actual* disturbance to prevail. Rather, they only need to show conduct that might "reasonably portend disruption" [quoting *LaVine v. Blaine Sch. Dist. 9th Circuit, 2001*].

Moreover, the court noted that the punishment at issue was a ban from an extra-curricular activity. This was not the same as a prohibition of participation in the educational component of school, which might raise greater constitutional concerns.

*Wisniewski* and *Doninger* are in direct conflict with *Mahanoy*. Whether the "f--- cheer" post of *Mahanoy* was foreseeably disruptive is a question of fact (certainly the District Court for the Middle District of Pennsylvania did not think so). Similarly, under the *Wisniewski* and *Doninger* standard, it could be argued that the speech created a foreseeable risk of substantial disruption. However, under the standard adopted in *Mahanoy*, all off-campus would be off-limits for school officials.

Such a disparate application of federal law could prompt the U.S. Supreme Court to review the *Tinker* standard in another case involving the First Amendment rights of students or teachers. In such case, the Supreme Court could apply *stare decisis* and uphold *Tinker*. Or, the court could find a justification for changing the standards set in *Tinker*, such as adopting the Third Circuit's view that *Tinker* has become outdated in light of the sheer volume and nature of speech found on social media.

Many decisions by New York's commissioner of education have relied on the *Tinker* standard. Any change in that standard by the Second Circuit or Supreme Court would impact decades of administrative precedent. It is also worth noting that school districts are obligated to investigate off-campus behavior

that could violate the state's Dignity for All Students Act (DASA), as well as remediate any violations found (remediation can include discipline). So even if the Tinker standard changed, districts in New York State may still be obligated under DASA to investigate and respond to certain forms of off-campus speech.

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The editorial staff of "The Advocate" gratefully acknowledges the contribution by Dennis O'Brien and Christie R. Jacobson of Frazer & Feldman LLP for the New York State Association of School Attorneys from the New York State School Boards Association publication, "On Board," Volume 21, No. 16, November 30, 2020. Used with permission.

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## Student's Suspensions Expunged Based Upon Due Process Violations

By Kimberly A. Fanniff, Senior Staff Counsel  
*On Board*

An eighth grader was suspended after he allegedly told a classmate that he had access to guns, planned to shoot students at school and also intended to harm himself. He was initially suspended for five days, and a 10-week suspension was imposed after a hearing. The board of education subsequently upheld the long-term suspension.

In *Appeal of M.P and T.P.*, the interim commissioner of education ordered the suspensions expunged because of due process violations in both the way school personnel handled the short-term suspension and decisions made by the hearing officer in the process that led to the long-term suspension.

### Short term suspension requires notice of opportunity for informal hearing

When seeking to suspend a student for five days or less, the Education Law requires the school to provide the student's parents or guardian with written notice of the

misconduct and an opportunity to participate in an informal conference prior to the initiation of the suspension unless the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process.

The case record reflects that the assistant principal informed the parents orally of the suspension at a meeting on June 5, 2019. Also, the parents acknowledged receiving an undated suspension notice on June 6, 2019 that indicated that the suspension would begin "tomorrow." However, testimony from the school principal at the long term suspension hearing and other evidence indicated that the student was actually suspended beginning on June 6. Thus, according to the interim commissioner, the principal reached a decision to suspend the student before offering petitioners the opportunity for an informal conference.

The interim commissioner reminded the school district that an immediate meeting with the parents and the principal does not excuse the district from fulfilling the requirement for supplying a written notice explaining the right to an informal conference where complaining witnesses may be questioned. The interim commissioner also noted that the notice to the parents did not contain any statements that the student presented a continuing danger or ongoing threat of disruption. Therefore, the short-term suspension must be expunged.

### Need to issue witness subpoenas may require delay of hearing

The student's parents also argued that his due process rights were violated with respect to the conduct of the hearing that result in the long-term suspension. Pursuant to Education Law section 3214, a student is entitled to a hearing upon reasonable notice and may be represented by counsel, with the right to question witnesses against the student and to present witnesses on his or her behalf. To that end, the statute empowers the hearing officer to issue subpoenas in conjunction with the proceeding.

One issue the parents' attorney wanted to pursue was whether there was credible evidence that the student made the statements that his classmate attributed to him.

On the day before and at the hearing itself, the parents' attorney requested issuance of subpoenas for four individuals, including the local chief of police whose department investigated the incident and the teacher of the Social Inquiry class where the student allegedly made the statements. According to the parents' attorney, the police investigated the student's alleged conduct and determined no threats were made. As part of the subpoena the attorney also requested that the chief produce records related to the investigation of the alleged acts. Finally, the attorney sought an adjournment in order to serve the subpoenas and fully prepare the student's defense.

The hearing officer declined to issue the subpoenas or declare an adjournment, however. The interim commissioner rejected the hearing officer's rationale that a desire to expedite the hearing justified the denial of the subpoenas. The hearing officer appeared to assume the hearing must be completed in a single day. However, the Education Law does not contain a time restriction of that sort. What the law does require, however, is that a student be returned to school unless a hearing is held within the five days or an adjournment is requested by the student (or the student's parent or attorney).

Also, the interim commissioner found that the students' right to a fair hearing was violated because both the Social Inquiry teacher and the police chief could have provided relevant testimony or documentary evidence concerning the student's guilt. Specifically, the teacher could have provided testimony as to whether the two students sat together in the classroom and whether the teacher had heard any of the comments reported by the classmate.

Furthermore, the interim commissioner said the findings of the police department were relevant to the hearing. Any evidence

uncovered during that investigation as to whether the student made the alleged statements would tend to prove or disprove his guilt. Therefore, the failure to issue the subpoenas was highly prejudicial, the interim commissioner determined. (In other cases involving student disciplinary hearings, the commissioner has ruled that failure to issue a subpoena was a harmless error; this has been the case when witnesses would only have testified as to penalty.)

The interim commissioner also rejected the district's argument that the attorney's request for the appearance of the Social Inquiry teacher came too late (one day before the hearing) to be practicable. The attorney determined that the testimony of the teacher was necessary after receiving, on July 3, revised charges that altered the time at which the misconduct allegedly occurred. The subsequent July 4th holiday impeded his ability to request such subpoenas immediately. Thus, the parents' attorney did not seek to delay the hearing in bad faith based upon the timing of the request, according to the interim commissioner.

The parents also complained that the school board received counsel from the same law firm which prosecuted the disciplinary hearing. The district denied the allegations and indicated that the board made its decision to uphold the suspension on the record. The interim commissioner determined the parents did not meet the burden of proof with respect to this claim but reminded the board to ensure there is appropriate separation between the district's prosecutorial function and the board's appellate capacity in connection with long term suspension hearings.

Read the case at <http://www.counsel.nysed.gov/Decisions/volume60/d17937>.

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**The editorial staff of "The Advocate" gratefully acknowledges the contribution by Kimberly A. Fanniff from the New York State School Boards Association publication, "On Board," Volume 21, No. 16, November 30, 2020. Used with permission.**  
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## 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	3.75	3.75	3.50	3.50	3.17
Newfield	3.00	3.50	2.75	2.50	3.25	3.00	3.25	3.00				3.03
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	3.60	3.52	3.50	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		2.53
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	3.30	3.70	2.0 + \$991				3.04
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
	<b>2.29</b>	<b>2.27</b>	<b>2.70</b>	<b>3.08</b>	<b>2.98</b>	<b>3.09</b>	<b>3.11</b>	<b>3.17</b>	<b>3.02</b>	<b>2.98</b>	<b>3.50</b>	

\* 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.
<b>BOCES</b>												
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
<b>Auburn</b>												
Aides/Clerical (NYSUT)	1.00	2.00	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75	2.44
Bus Drivers (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90	2.45
Cust/Maint. (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90	2.41
Nurses (SEIU)	2.00	1.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50			2.33
<b>Cato-Meridian</b>												
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
<b>Jordan-Elbridge</b>												
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
<b>Moravia</b>												
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
<b>Port Byron</b>												
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
<b>Skaneateles</b>												
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
<b>So. Cayuga</b>												
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.
<b>So. Cayuga cont'd</b>												
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
<b>Union Springs</b>												
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							
<b>Weedsport</b>												
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												
<b>C-O BOCES Avg.</b>	<b>1.90</b>	<b>2.24</b>	<b>2.35</b>	<b>2.43</b>	<b>2.61</b>	<b>2.73</b>	<b>2.84</b>	<b>2.79</b>	<b>2.87</b>	<b>2.81</b>		
<b>BROOME-TIOGA BOCES</b>												
<b>Chenango Valley</b>												
Non-Instruct. (NYSUT)	2.25	2.50	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr				2.81
<b>Deposit</b>												
CSEA	2.00	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr			3.00
<b>Maine-Endwell</b>												
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						
<b>Owego-Apalachin</b>												
NYSUT	1.99	1.99	2.50	2.50	2.50	2.85	2.85	2.85				2.50
<b>Union Endicott</b>												
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.
<b>BROOME-TIOGA BOCES cont'd</b>												
<b>Vestal</b>												
Paraprofessional					3.00	3.00	3.00	3.00				3.00
Employees				2.90	2.95	3.00						2.95
<b>Whitney Point</b>												
Aides/Food Serv (NYSUT)	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00				2.72
<b>B-T BOCES Avg</b>	<b>2.49</b>	<b>2.66</b>	<b>2.75</b>	<b>2.73</b>	<b>3.17</b>	<b>3.15</b>	<b>2.98</b>	<b>2.98</b>	<b>2.80</b>			
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
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	3.00	3.00	3.00	3.00			2.51
<b>Oswego</b>												
CSEA	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00				2.25
<b>Osw. BOCES Avg.</b>	<b>1.83</b>	<b>2.05</b>	<b>2.07</b>	<b>1.57</b>	<b>2.67</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>			
<b>TOMPKINS-SENECA-TIOGA BOCES</b>												
<b>BOCES</b>												
Local												
<b>Candor</b>												
Local												
<b>Dryden</b>												
NYSUT	3.00	2.85	2.66	2.90	3.75	3.50	3.50					3.17
<b>Groton</b>												
CSEA	2.50	2.75	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr			2.54
<b>Ithaca</b>												
Supp Prof.		2.00	3.00	2.00	2.00							2.25
<b>Lansing</b>												
NYSUT	90¢/hr	3.50	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr				3.25
<b>Newfield</b>												
CSEA	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00				2.56
<b>South Seneca</b>												
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
<b>Trumansburg</b>												
Local	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50						2.75
<b>T-S-T BOCES Avg.</b>	<b>2.50</b>	<b>2.44</b>	<b>2.53</b>	<b>2.50</b>	<b>2.62</b>	<b>2.85</b>	<b>3.25</b>	<b>3.17</b>	<b>2.50</b>	<b>2.50</b>		

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.
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>BOCES</b>												
NYSUT	1.90	2.75	2.45	2.45								2.39
<b>Bloomfield</b>												
NEA/NYSUT	1.95	1.85	1.85									1.88
<b>Canandaigua</b>												
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
<b>Clyde-Savannah</b>												
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
<b>Dundee</b>												
CSEA	2.00	2.00	2.00	2.50	2.50	2.50	4.00	4.00	4.00			2.83
<b>Gananda</b>												
CSEA	2.80	2.80	2.80									2.80
<b>Geneva</b>						*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
<b>Gorham-Middlesex</b>												
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
<b>Honeoye</b>												
NYSUT	2.50	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30		3.01
<b>Lyons</b>												
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			
<b>Manchester-S'ville</b>												
CSEA	1.90	1.90	2.50	2.50	2.50							2.26
<b>Marion</b>												
CSEA	1.75	1.75	1.75									1.75
<b>Naples</b>												
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.
<b>Newark</b>					*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					
<b>N Rose-Wolcott</b>												
NYSUT	1.90	1.90	1.95									1.53
<b>Palmyra-Macedon</b>												
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				
<b>Penn Yan</b>												
CSEA	2.25	2.25	2.25	2.35	2.35							2.29
<b>Phelps-CI Springs (NYSUT)</b>												
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
<b>Red Creek</b>												
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									
<b>Romulus</b>												
CSEA	1.50	1.50	3.00	3.00	3.00							2.40
<b>Seneca Falls</b>												
NEA/NYSUT	2.00	2.00	3.00	2.75	2.50	2.00						2.38
<b>Sodus</b>												
CSEA	2.00	2.00	2.00									2.00
<b>Victor</b>												
CSEA	1.50	2.00	2.00	2.00								1.88
<b>Waterloo</b>												
NEA/NYSUT	1.50	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00			2.58
<b>Wayne</b>												
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					
<b>Williamson</b>												
CSEA	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00				2.69
<b>WFL BOCES Avg.</b>	<b>2.27</b>	<b>2.28</b>	<b>2.44</b>	<b>2.73</b>	<b>2.83</b>	<b>2.82</b>	<b>3.27</b>	<b>2.98</b>	<b>3.48</b>	<b>3.64</b>		

# 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%	9.3%	9.0%	8.1%	8.1%	10.0%
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%	6.0%	6.2%	5.5%	6.4%	8.4%
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%	9.0%	5.3%	5.4%	4.8%	5.7%	7.8%
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%	5.8%	6.2%	5.6%	6.4%	8.3%
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%	7.1%	4.3%	4.5%	4.0%	4.3%	6.0%
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%	8.3%	4.9%	5.1%	4.7%	5.5%	7.4%
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%	9.8%	6.1%	6.4%	5.6%	6.5%	8.2%
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](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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## November 2020

### NY-Northeastern New Jersey Area

1. All Urban Consumers	283.291	- 0.3	1.4
2. Urban Wage Earners & Clerical Workers	277.747	- 0.2	1.5

### U.S. City Average

1. All Urban Consumers	260.229	- 0.1	1.2
2. Urban Wage Earners & Clerical Workers	253.826	- 0.1	1.3

## December 2020

### NY-Northeastern New Jersey Area

1. All Urban Consumers	284.350	0.4	1.6
2. Urban Wage Earners & Clerical Workers	278.844	0.4	1.8

### U.S. City Average

1. All Urban Consumers	260.474	0.1	1.4
2. Urban Wage Earners & Clerical Workers	254.081	0.1	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	254.0	0.2	260.3	0.1	278.9	0.4	284.6	0.4
Oct-20	254.1	0.0	260.4	0.0	278.3	0.2	284.1	0.2
Nov-20	253.8	0.1	260.2	0.1	277.7	0.2	283.3	0.3
Dec-20	254.1	0.1	260.5	0.1	278.8	0.4	284.4	0.4

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