



THE ADVOCATE

Cayuga-Onondaga BOCES
Office of Personnel Relations
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VOLUME XLII MAY - JUNE 2022

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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:

Mr. Lawrence Bo Wright,
the recently appointed Superintendent
at the
Geneva City School District

and

Dr. Michelle Reed,
the recently appointed Superintendent
at the
Seneca Falls Central School District

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CONGRATULATIONS!

The Office of Personnel Relations also congratulates and wishes a wonderful retirement to:

Mr. Jeramy Clingerman
Superintendent,
Seneca Falls Central School District

Retiree Health Insurance

A recent decision in NYS could change how retiree benefits are negotiated moving forward. In 2013, the New York Court of Appeals, the highest state court, made clear that retiree benefits can vest for the life of the retiree if there is clear contractual language. However, the court left open the question of whether an inference of vesting can be made without clear language. Due to a federal court case with the Second Circuit, the highest federal appellate court that governs NYS, the Court of Appeals finally answered that question in the negative.

As background, *Kolbe v. Tippetts*, 22 N.Y.3d 344 (2013) involved a district changing retiree health insurance benefits when it obtained a corresponding change to active health insurance during collective negotiations. However, the pertinent CBA language for retiree benefits stated that the benefit would last until age 70 and, “the coverage provided shall be the coverage which is in effect for the unit at such time as the employee retires.” See *id.* at 350. The Court said, “As a general rule, contractual rights and obligations do not survive beyond the termination of a collective bargaining agreement.” *Id.* at 353. However, the Court recognized that vested rights could continue beyond the expiration of an agreement. *Id.* After a review of the CBA, the Court found the relevant language clearly established a vested right to the same coverage they had at the time of retirement until age 70 following termination of the CBA. *Id.* Finally, the Court rejected the district’s argument that the Insurance Moratorium Law¹ allowed the change in retiree coverage because the Moratorium’s “primary purpose was to

¹ The Moratorium prevents school districts from changing retiree insurance benefits or contributions without a corresponding change to active employee insurance benefits.

prevent school districts from eliminating or reducing retiree health insurance benefits that were voluntarily conferred as a matter of school district policy, not rights negotiated in the collective bargaining context.” *Id.* at 357–58. In other words, a CBA could grant greater rights than the Moratorium Law because the law was a floor, not a ceiling. The Court did not decide the issue on whether NYS applied an inference of vesting because the applicable language in the case was clear. Thus, districts’ ability to change retiree health insurance benefits and contributions was not entirely settled.

Since *Kolbe* did not answer whether NYS recognized an inference of vested benefits, *Donohue v. Cuomo*, 38 N.Y.3d 1 (2022) proceeded to answer that question. In *Donohue*, the CSEA and NYS were parties to a CBA that allowed current and retired CSEA members to obtain health insurance through the New York State Health Insurance Plan (“NYSHIP”). For many years, NYS paid 100% of the premium for active and retiree costs for individual coverage and 75% of the premium for dependent coverage, with individual contributions changed via MOA in 1983 from 100% – 90%. See *id.* Subsequently, there were seven CBAs between 1985–2011 that contained provisions that NYS paid 90% for individual coverage and 75% for dependent coverage – the language did not expressly state the length of time the State would pay those rates in retirement. *Id.* at 7–8. For the 2011–2016 CBA, the parties changed the rates for individual and dependent coverage based on title salary grade, which was also codified in Civil Service Law § 167. *Id.* at 9. As a result, affected retirees’ premium rates were changed in October 2011, and a group of retirees commenced an action in federal court. *Id.* at 9–10.

After reaching the Second Circuit Court of Appeals, the Second Circuit asked the Court of Appeals to answer the following question: Did NYS law allow an inference

that retiree health benefits can vest and remain unchanged for the retiree’s lifetime absent “express vesting language?” See *id.* at 11; see also *Donohue v. Cuomo*, 980 F.3d 53 (2d Circ. 2020). When analyzing this question, the Court explained that “a contract’s silence does not ‘create an ambiguity...an ambiguity never arises out of what was not written at all, but only out of what was written so blindly and imperfectly that its meaning is doubtful.’” See *Donohue*, 38 N.Y.3d at 13 (quoting *Greenfield v. Philles Records*, 98 N.Y.2d 562, 570, 573 (2002)). The Court indicated that it must look at the terminology used and rejected any inferences in favor of vested rights or the existence of ambiguity because “such inferences conflict with this State’s established contract law, which focuses on the parties’ chosen language, by injecting considerations untethered to the words that the parties included in their agreement.” See *id.* at 17–18. In this case, since it denied inferring a vested right, the Court found that none of the applicable CBA language “establish[ed] a vested right to lifetime fixed premium contributions, either singly or in combination.” *Id.* at 19. In sum, NYS made clear that contractual language must be clear that a vested right to retirement benefits exists.

After the Court of Appeals issued its answers, the Second Circuit decided its case on April 27, 2022. See *Donahue v. Hochul*, 32 F.4th 200 (2d Circ. 2022). The Second Circuit recognized that there was no claim for breach of contract because the Court of Appeals did not recognize inferences for vested benefits for retirees without clear language, which this case did not include. See *id.* at 203. The Second Circuit distinguished this case from *Kolbe* because the CBA in *Kolbe* included language that indicated the retiree would have the “same coverage” in retirement in effect at the time of retirement until age 70 and there was no similar language in this case. *Id.* at 208. The CSEA erroneously asked the court to infer ambiguity from silence. *Id.* at

208. Therefore, since the court could not infer vesting or determine ambiguity from silence, there was no vested, lifetime right to unchanged health insurance. *Id.* at 209

With the above decisions, it appears that the highest court in NYS could allow districts to change retiree benefits absent clear language vesting these benefits, especially at the conclusion of CBA terms. However, the Triborough Amendment under the Taylor Law allows all terms and conditions of a CBA to continue after its expiration. The Health Insurance Moratorium also prevents districts from changing retiree benefits absent a corresponding change in active employee benefits. Does this mean that districts can now decrease retiree benefits without a corresponding change to active employee benefits? Can districts discontinue retiree benefits without clear language if a new contract is not settled? It is unclear from the Court of Appeals or the Second Circuit how these issues will interact, but it will likely create more litigation between unions and school districts.

In the meantime, this could become an important issue for unions, who may try to negotiate language that will clearly vest retiree benefits – i.e., “retired unit members will continue the same insurance coverage in effect at the time they retire for life.” Districts should be aware of their current retirement language to prepare for these requests. Does the language resemble that in *Kolbe* that it must stay a certain way for a certain length of time, or does it only offer a percentage of contribution like in *Donohue*? Finally, unrepresented groups and those on individual contracts may also want to insert language vesting their benefits in retirement.

As always, please reach out to our office with any questions.



School Prayer Revisited

While most media attention around the current Supreme Court term is fixated on *Roe v. Wade*, the Court is about to issue a decision at the end of its term in early July regarding religious expression in public schools which will have serious implications for school districts, educators, and students, as well as the debate over teaching of divisive topics such as race and gender identity.

The case of *Kennedy v. Bremerton* which was argued before the Supreme Court on April 25, 2022, underscores the inherent tension between the Constitutional right to free speech and the free exercise of religion versus the duty of a government employer from creating a situation where the practice of religious expression by a public employee violates the Establishment Clause of the First Amendment.

The parties to the suit are a former part-time high school football coach named Joseph Kennedy, who in 2016 was not re-hired by his employer, the Bremerton (Washington) School District, for violating district policy by praying at midfield following football games. The district maintained that Mr. Kennedy in his capacity as a coach and employee of the district, at midfield immediately after a football game, was not acting as a private citizen in a private setting and therefore his actions were prohibited.

Kennedy, who coached at Bremerton High School from 2008 to 2015, self-identifies as a practicing Christian and

says he only wanted to kneel and say a private prayer after games in an exercise of his Constitutional right of religious expression. The school district, which tried to accommodate his religious expression by allowing him to pray in private, is seeking to protect students from coercion to participate in such prayers, while at the same time protect the district from violating the Establishment Clause of the First Amendment.

Background

Coach Kennedy had been kneeling in silent prayer at midfield since he began coaching in 2008. First he knelt alone and over time he was joined by some of his players. He was soon joined by players of both teams and he began offering inspirational thoughts in addition to prayer. Eventually the practice grew to become a spectacle of sorts attracting what the district described as a stampede of players, staff, fans and also local media.

What does the First Amendment of the United States Constitution say?

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

What does it mean in this case?

The First Amendment’s Establishment Clause prohibits the government from making any law “respecting an establishment of religion.” This clause not only forbids the government from establishing an official religion, but also prohibits government actions that unduly favor one religion over another. It also prohibits the government from unduly preferring religion over non-religion, or non-religion over religion.

The Bremerton District maintains that it does not want to violate the Constitution by allowing this public display of religious expression which favors one religion over another and religion over non-religion. In addition, the district says that Kennedy’s position as a coach would likely intimidate his players from not participating even though they might not want to, in order to stay in good favor with the coach. Further, students belonging to religious minorities might have felt compelled to join to avoid visibly outing themselves as “outsiders and religious dissenters.”

Although this point was vigorously challenged by Kennedy’s lawyers, it picked up support from an unlikely source during oral argument when conservative Justice Brett Kavanaugh, himself having coached basketball, acknowledged the risk of coercion. “What about the player who thinks, ‘If I don’t participate in this, I won’t start next week?’” he asked, adding that “every player is trying to get on the good side of the coach.” Justice Kavanaugh said the solution was elusive. “I don’t know how to deal with that, frankly,” he said.

The topic of school prayer or religious expression in schools has been somewhat settled for the past sixty years since *Engel v. Vitale*, the 1962 ruling that said any kind of school-sponsored prayer violated the Establishment Clause of the U.S. Constitution. In the 2000 case of *Santa Fe Independent School District v. Doe*, the Court ruled that beginning school football games with student-led prayer violated the same clause. However, there are differences between these two cases and the Kennedy case, where the coach is praying by himself, albeit in a highly visible forum.

Kennedy’s attorneys argue that a public school does not unconstitutionally endorse religion by permitting coaches to engage in private religious expression on school grounds. Kennedy emphasizes that both he and his students have the right to engage in

voluntary private prayer on school grounds, noting that under *Tinker v. Des Moines Independent Community School District*, “[n]either students [n]or teachers shed their constitutional rights to freedom of speech or expression at the schoolhouse gate.”

The case raises issues concerning free speech as well as religious rights.

Kennedy’s lawyers also argue that lower courts in this matter incorrectly applied the Supreme Court’s 2006 ruling in *Garcetti v. Ceballos*, which held that speech by a public official is only protected if it is engaged in as a private citizen, not if it is expressed as part of the official’s public duties. As a result, courts citing *Garcetti* have routinely upheld discipline or discharge for educators based on their classroom speech or whistleblowing on important public matters.

Kennedy’s lawyers argued that teachers and coaches remain private individuals even on the school grounds, and as private individuals they have political views and religious beliefs that do not become the government’s beliefs just because they are on the clock or on the premises.

Two national unions and twenty-seven states have joined in the argument citing the broader implications of the Court’s impending ruling. Some of the states that have enacted restrictions on what teachers may say about race, sexual orientation, or gender identity are supporting the coach and his right to express his religion at a public school.

Whichever way the Court decides, the debate will surely continue.

If you have any questions regarding this article, please feel free to contact our office.



COVID-19 Testing Requirements

Throughout the 2021–2022 school year, New York State required all unvaccinated school employees to receive COVID–19 testing at least once a week. The testing requirement is ending on June 30, 2022.

Starting on July 1, 2022, districts will no longer need to test unvaccinated staff members on a weekly basis.

OPR Video Trainings

The Office of Personnel Relations will again have prepared video trainings for districts to utilize in the 2022–2023 school year.

They will cover the typical opening day presentations including Sexual Harassment/ Title IX, Mandated Reporting and DASA trainings.

Recent Area Contract Settlements

The Office of Personnel Relations has provided access to our current settlement data at our website. Go to www.cayboces.org, navigate through Professional Services, then Labor Relations, then click the link to Recent Area Contract Settlements.



RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
BOCES	2.25	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00		2.98
Auburn	2.60	2.60	2.60	2.70	2.75	2.80	2.85					2.70
Cato-Meridian	2.70	2.60	2.50	2.85	2.85	2.70	3.50	3.25	3.00			2.88
Jordan-Elbridge	2.50	2.50	2.80	2.80	2.80	2.80	4.00	4.00	4.00			3.13
Moravia	2.50	2.50	2.90	2.85	2.80	2.80	2.80	2.80	4.25	4.25	4.25	3.19
Port Byron	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88	3.75 +\$600.	3.75		2.85
Skaneateles	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60				3.16
So. Cayuga	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900					2.70
Union Springs	2.50	2.50	2.50	2.75	2.80	2.85	2.85	2.88	2.99			2.74
Weedsport	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00				2.75
	2.49	2.58	2.74	2.79	2.83	2.88	3.05	3.48	3.65	4.00	4.25	

BROOME-TIOGA BOCES

Chenango Valley	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00					2.88
Deposit	3.00	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00				3.00
Maine-Endwell	2.95	2.95	2.95	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96		3.19
Owego-Apal.	2.95	2.85	2.75	3.00	3.50	3.00	3.00					2.94
Union-Endicott	2.60	2.90	2.90	3.50	3.50	3.00	3.00					3.06
Vestal	2.95	2.95	3.00	3.00	3.00	3.00	3.00	3.15	3.20			3.03
Whitney Point	2.50	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00			2.85
	2.81	2.86	2.86	3.07	3.10	3.02	3.32	3.04	3.05	2.96		

DELAWARE-CHENANGO-MADISON-OTSEGO BOCES

Sidney	3.00	3.20	4.00	4.00	4.00	4.00	3.00					3.60
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OSWEGO BOCES

Hannibal	2.20	2.20	2.75	3.00	3.00	3.00	3.00	3.00	3.00	3.00		2.82
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TOMPKINS-SENECA-TIOGA BOCES

Candor	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step	1.25	2.0 + \$45/step	2.0 + \$45/step	3.50			2.65
Dryden	3.00	3.05	3.13	4.42	4.25	4.14	3.31					3.61
Groton	2.70	2.70	6.00	6.00	3.00	3.00	3.00	3.50				3.74
Lansing	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50			3.24
Newfield	2.75	2.50	3.25	3.00	3.25	3.00	3.00	3.75	4.00	4.25		3.28
South Seneca	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50				3.09
Trumansburg	2.50	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00			3.31
	2.49	3.11	3.72	3.72	3.60	3.40	3.30	3.60	3.75	4.25		

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
Clyde-Savannah	2.25	3.50	3.25	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25		3.14
Dundee	3.30	3.40	2.50	4.00	3.25	3.25	2.75	2.75	2.75	2.75		3.07
Gananda	3.00	3.00	3.20	3.10	3.20	3.40						3.15
Geneva	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70				2.90
Gorham-Middlesex	2.50	3.00	3.00	3.00	3.00							2.90
Honeoye	2.75	2.90	3.30	3.30	3.35	3.45	3.60	3.60	3.50	3.40		3.32
Lyons	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	*5.10	3.60	3.60	3.60		3.72
Manchester-Shortsville	2.50	3.00	2.50	2.50	2.50	4.50	4.50	4.00	4.00			3.33
Naples	2.50	2.50	2.60	3.50	3.45	3.35	3.25	3.50	3.50			3.13
Newark	3.00	3.00	3.00	3.25	3.10	3.20	3.30	3.30	3.30	3.30		3.18
Palmyra-Macedon	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50			3.09
Penn Yan	2.00	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125				2.72
Phelps-Cl Springs	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90				3.06
Romulus	5.00	3.00	3.00	3.00	2.75	2.75	2.75	3.75	3.75			3.31
Seneca Falls	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200				2.75
Sodus	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00				3.08
	* 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							
Waterloo	1.95	3.00	3.00	3.50	3.50	3.25	3.25					3.06
Wayne	3.50	4.00	2.50	3.00	3.00	3.00	3.00	3.50	3.50			3.22
Williamson	2.50	2.60	2.50	3.00	3.00	3.75	3.15	3.80	3.50	3.25	3.25	3.12
	2.79	3.06	2.93	3.05	3.08	3.23	3.33	3.42	3.47	3.26	3.25	

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

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
BOCES												
Aides (CSEA)	2.50	2.50	2.50	2.70	2.75	2.80	1.99	1.99	1.99			2.41
Non-Instructional	2.50	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00		3.00
Auburn												
Aides/Clerical (NYSUT)	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75			2.65
Bus Drivers (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Cust/Maint. (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Nurses (SEIU)	2.50	2.50	2.50	2.50	2.50	2.50	2.50					2.50
Cato-Meridian												
Aides/Ass'ts (SEIU)	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr	7.00	3.00	3.00			4.33
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
Cust./Maint. (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
Jordan-Elbridge												
Aides/Clerical(SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.50+4.0	\$1.50+4.0		3.13
Bus Drivers	2.00	2.50	2.50	2.50	3.00	3.00	3.00	4.00	4.00	4.00		3.05
Cust./Maint. (SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0		3.13
Cafeteria (SEIU)	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0		3.13
Transportation	1.00	2.75	2.75	2.75	3.00	3.00	3.00	4.00	4.00	4.00		2.95
Moravia							On 1/1/22 add \$1.40/hr					
Aides/Ass't (CSEA)	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
CSEA	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
Port Byron												
Aides (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
Cust./Maint. (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Nurse (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Clerical (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
Skaneateles												
Aides (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Tchr Ass't (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Cust./Maint (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Nurses (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Clerical (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
So. Cayuga												
Aides (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Tchr. Ass't (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Bus Drivers (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Bus Mech (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cust./Maint (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cafeteria (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Clerical (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Union Springs												
Aides (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50
Tchr. Ass'ts (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50
Bus Drivers (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75
Bus Mech (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75
Cust/Maint. (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75
Cafeteria (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75
Nurses (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50
Clerical (SEIU)	2.50	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50
			* @ % + \$250									
Weedsport												
Aides (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75
Bus Drivers (CSEA)	2.50	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.83
	*Bus drivers @ % + 30¢											
Bus Mech (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.75
Cust/Maint. (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75
Nurses, Clerical												
C-O BOCES Avg.	2.34	2.43	2.61	2.73	2.84	2.83	3.26	3.10	3.17	3.60		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr	3.0 or \$1/hr	3.0 or 70¢/hr	3.0 or 70¢/hr			2.98
Deposit												
CSEA	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr					3.20
Maine-Endwell												
Cust./Maint.	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr							
Supp Staff	3.15	\$1150-\$1375	\$950-\$1225	\$850-\$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr		3.15
Transp	\$800	\$910-\$1625	\$860-\$1525	\$810-\$1425	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr			3.25
Owego-Apalachin												
NYSUT	2.50	2.50	2.50	2.85	2.85	2.85						2.68
Union Endicott												
Cafe. Workers	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00					2.96
Cent Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97
Comp & Tech	2.70	2.70		3.00	3.00	3.00	3.00					2.97
Dist Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97
Maint. Workers	2.70	2.70	3.40	5.00	3.00	2.00	2.00					2.74
School Aides	2.70	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00		4.21

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	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)	2.50	2.50	3.00	3.00	3.00	3.00						2.83
B-T BOCES Avg	2.75	2.73	3.17	3.15	2.98	2.98	4.48	3.00	3.00	3.00		
OSWEGO BOCES												
Hannibal												
CSEA	2.00	2.50	2.75	3.00	3.00	3.00	2.25	2.00				2.56
HEA	2.20	2.20	2.25	3.00	3.00	3.00	3.00					2.66
TOMPKINS-SENECA-TIOGA BOCES												
Dryden												
NYSUT	2.66	2.90	3.75	3.50	3.50	3.00	3.80	3.80				3.36
Groton												
CSEA	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00	2.64
Lansing												
NYSUT	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr	\$1.29/hr					3.00
Newfield												
CSEA	2.25	2.25	3.00	3.00	3.00	3.00						2.75
South Seneca												
Local	2.00	2.60	2.10	2.00	\$1.40-\$2	3.50	2.50	2.50				2.46
Trumansburg												
Local	2.50	50¢/hr	56¢/hr	3.50	3.00	3.25	3.50					3.15
T-S-T BOCES Avg.	2.43	2.60	2.78	2.85	3.17	3.15	3.27	3.15		3.00	3.00	
WAYNE-FINGER LAKES BOCES												
Clyde-Savannah							* 1.5% - 3%, based on years					
Supp Pers (CSEA)	2.50	3.50	3.50	3.50	3.50	2.50	*+70¢/hr	2.50	2.50	2.50		2.94
Transp.	2.00	3.75	3.60	3.50	3.50	75¢/hr	3.00	1.50	0.00*			2.55
							*up to \$28.50/hr based on yrs					
Dundee												
CSEA	2.00	2.50	2.50	2.50	4.00	4.00	4.00	\$.85 - \$1.80	4.00	4.00	4.00	3.35
Gananda												
CSEA	2.80	50¢/hr or 3.2%	70¢/hr or 3.2%	70¢/hr or 3.2%	75¢/hr	\$1.25/hr	75¢/hr					2.80
Geneva				*for 5+ yrs of service up to \$1.00								
CSEA	3.00	3.00	3.00	*5¢/hr/yr	75¢/hr	75¢/hr	75¢/hr	\$1/hr	\$1/hr			3.00
Gorham-Middlesex (NYSUT)												
Bus Drivers	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr					2.70
Cust./F Serv	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.80
Teacher Aides	2.70	2.70	50¢/hr	50¢/hr	3.00	3.00	3.75	\$1/hr	\$1/hr	\$1/hr		2.99

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
WAYNE-FINGER LAKES BOCES con't												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
Honeoye							*+\$/hr based on years					
NYSUT	2.50	3.00	2.95	2.95	3.50	3.35	*3.30	3.30				3.08
Lyons												
NYSUT	2.50	1.80	1.80	1.80	2.90	2.90	2.90	2.90	2.90	2.90		2.53
		+54¢/hr	+54¢/hr	+54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr	+90¢/hr	+90¢/hr	+90¢/hr		
Manchester-S'ville												
CSEA	2.50	2.50	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr				2.50
Naples									* greater of			
CSEA	2.70	2.80	2.90	2.90	3.50	3.50	3.75 (at least)	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr		3.38
Newark			*or starting rate +1.2% if greater									
Custodians (CSEA)	2.40	2.00	* 50¢/hr	2.90	2.90	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr		2.59
Tchr Aides/Asst (NYSUT)	2.00	*2.25	*2.25	1.50	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr					2.39
		* 2.25-3.0% based on years			* OR Salary Rate							
Palmyra-Macedon												
CSEA	2.90	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary	3.5 \$2,600/ salary or	3.5 \$2,080/ salary or	3.50			3.26
			\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr	\$1.25/hr	\$1.00/hr				
Penn Yan												
CSEA	2.25	2.35	2.35	3.00	3.00	3.00	3.00	3.00	3.00			2.77
Phelps-CI Springs (NYSUT)							On 1/1/22 add \$2.50/hr					
Nurses/Food Serv/Bus Driver/Maint	2.00	3.00	3.00	3.00	2.25	3.50	3.50	2.00	2.50	2.50		2.73
Aides/Clerical	2.00	3.00	3.00	3.00	3.00	4.30	4.50	4.50				3.41
Romulus												
CSEA	3.00	3.00	3.00	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%					2.91
			or	48¢/hr	48¢/hr	48¢/hr	48¢/hr					
Seneca Falls												
NEA/NYSUT	3.00	2.75	2.50	2.00	3.00	3.00	2.50	2.00				2.59
Waterloo												
NEA/NYSUT	1.95	3.00	3.00	3.00	3.00	3.00	3.00					2.85
Wayne												
CSEA	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00				3.58
				OR \$1.00/hr								
Williamson												
CSEA	1.75	2.00	3.50	3.25	3.00	3.00	3.00	2.75	2.75	2.75		2.78
WFL BOCES Avg.	2.41	2.76	2.85	2.83	3.11	3.37	3.51	2.87	2.70	2.77		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	5.3%	5.1%	4.7%	4.2%									
2021	9.3%	9.2%	8.3%	7.7%	7.0%	7.5%	7.1%	6.7%	5.7%	5.3%	4.9%	4.5%	6.9%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.2%	3.9%	3.3%									
2021	6.6%	6.8%	6.2%	5.4%	4.9%	5.4%	5.2%	4.8%	4.0%	3.8%	3.4%	3.1%	5.0%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.3%	4.1%	3.2%									
2021	6.6%	6.6%	6.1%	5.0%	4.5%	4.9%	4.8%	4.6%	3.7%	3.5%	3.3%	3.0%	4.7%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.5%	4.6%	4.3%	3.5%									
2021	7.1%	7.2%	6.5%	5.5%	5.0%	5.7%	5.5%	5.0%	4.2%	4.0%	3.6%	3.4%	5.2%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	2.8%	3.0%	2.7%	2.3%									
2021	4.9%	4.8%	4.2%	3.7%	3.5%	4.4%	4.3%	3.9%	3.1%	3.0%	2.5%	2.2%	3.7%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.6%	3.8%	3.6%	2.8%									
2021	5.8%	6.2%	5.7%	4.8%	4.2%	4.7%	4.4%	4.1%	3.4%	3.2%	2.9%	2.7%	4.3%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.9%	4.1%	3.8%	3.2%									
2021	6.6%	6.7%	6.1%	5.4%	4.9%	5.4%	5.1%	4.8%	4.0%	3.7%	3.4%	3.0%	4.9%

** Please note that 2021 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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April 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	307.781	0.9	6.3
2. Urban Wage Earners & Clerical Workers	303.153	0.8	6.8

U.S. City Average

1. All Urban Consumers	289.109	0.6	8.3
2. Urban Wage Earner & Clerical Workers	284.575	0.5	8.9

May 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	309.243	0.5	6.3
2. Urban Wage Earners & Clerical Workers	305.161	0.7	7.0

U.S. City Average

1. All Urban Consumers	292.296	1.1	8.6
2. Urban Wage Earners & Clerical Workers	288.022	1.2	9.3

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-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	0.5	257.8	0.6	276.5	1.2	282.3	1.3
Jul-20	252.6	1.0	259.1	1.0	277.9	1.7	283.6	1.7
Aug-20	253.6	1.4	259.9	1.3	277.9	1.5	283.5	1.4
Sep-20	254.0	1.5	260.3	1.4	278.9	1.9	284.6	1.9
Oct-20	254.1	1.3	260.4	1.2	278.3	1.8	284.1	1.7
Nov-20	253.8	1.3	260.2	1.2	277.7	1.5	283.3	1.4
Dec-20	254.1	1.4	260.5	1.4	278.8	1.8	284.4	1.6
Jan-21	255.3	1.6	261.6	1.4	279.9	1.4	285.5	1.2
Feb-21	256.8	1.9	263.0	1.7	281.0	1.7	286.5	1.4
Mar-21	258.9	3.0	264.9	2.6	281.8	2.1	287.5	2.0
Apr-21	261.2	4.7	267.1	4.2	283.9	3.3	289.5	3.2
May-21	263.6	5.6	269.2	5.0	285.3	3.2	291.0	3.2
Jun-21	266.4	6.1	271.7	5.4	288.3	4.3	293.9	4.1
Jul-21	267.8	6.0	273.0	5.4	288.3	3.7	293.6	3.5
Aug-21	268.4	5.8	273.6	5.3	289.1	4.0	293.9	3.7
Sep-21	269.1	5.9	274.3	5.4	290.7	4.2	295.5	3.8
Oct-21	271.6	6.9	276.6	6.2	291.8	4.9	296.5	4.3
Nov-21	273.0	7.6	277.9	6.8	293.0	5.5	297.5	5.0
Dec-21	273.9	7.8	278.8	7.0	292.7	5.0	296.9	4.4
Jan-22	276.3	8.2	281.1	7.5	296.2	5.8	300.2	5.1
Feb-22	278.9	8.6	283.7	7.9	297.0	5.7	301.2	5.1
Mar-22	283.2	9.4	287.5	8.5	300.9	6.8	305.0	6.1
Apr-22	284.6	8.9	289.1	8.3	303.2	6.8	307.8	6.3
May-22	288.0	9.3	292.3	8.6	305.2	7.0	309.2	6.3
Jun-22								
Jul-22								
Aug-22								
Sep-22								
Oct-22								
Nov-22								
Dec-22								

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

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