



THE ADVOCATE

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Federal Appellate Court In NYS Upholds Union Revocation Periods

In 2018, the Supreme Court issued a landmark decision when it ruled union agency shop fees were unconstitutional in *Janus v. American Federation of State, County, And Municipal Employees, Council 31*. Simply put, the plaintiff in *Janus* argued that his First Amendment free speech rights were being violated because agency shop fees were deducted from his paycheck for collective bargaining even though he was not a member of the union – and the Supreme Court agreed.

In anticipation of the *Janus* decision, NYSUT and CSEA began collecting new, signed membership agreements from its members. On many of these new agreements, NYSUT and CSEA added language to indicate that a union member could only revoke his/her dues deductions during a specific time frame (i.e., August 1 – August 31). Furthermore, NYS bolstered this newly added revocation period language by passing modifications to the Taylor Law. Specifically, NY Civil Service Law § 208(1)(b)(i) states that dues deductions must continue until “an individual employee revokes membership in the employee organization in writing in accordance with the terms of the signed authorization.”

Despite the changes to the Taylor Law, many districts were left with individuals that wanted to end dues deductions outside of the applicable revocation period(s) and were stuck in the middle of a battle between the employee and the union after the *Janus* decision. Up until recently, it was unclear whether § 208(1)(b)(i) would pass constitutional scrutiny, but due to a new federal decision in the Northern District of New York, there is an answer.

In *Wheatley v. NYSUT* (N.D.N.Y., September 19, 2022), a bus driver challenged her continued dues deductions between March 22, 2021 – August 1, 2021, after she notified the New Hartford Central School District and the local NYSUT union that she revoked her membership. In this case, the employee voluntarily became a

member of the union in 2005 and continued to be a member of the union until she revoked her membership in March 2021. The Court noted that she signed a Membership Agreement with NYSUT on or about April 12, 2019, that read:

...I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1–31 or another window period specified in a collective bargaining agreement.

The district stopped deducting dues in August 2021, during the revocation period as indicated in the Membership Agreement. Nonetheless, the plaintiff argued that although she did sign the Membership Agreement, *Janus* mandated that the district was obligated to stop her deductions in March 2021 to protect her First Amendment rights. Furthermore, she said that § 208 of the Taylor Law was unconstitutional because it forced her to pay dues beyond March 2021.

The Court ultimately agreed with NYSUT and the district. It emphasized cases from other jurisdictions that rejected similar arguments from plaintiffs who also voluntarily signed membership agreements with specified revocation periods. See *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020). It also distinguished this case from *Janus*. In *Janus*, the plaintiff was never a member of the union, either before or after the case was decided, but the plaintiff in this case was a member of the union before and immediately after *Janus* was decided. The Court agreed with *Belgau* and reiterated that *Janus* did not change requirements for unit members that voluntarily signed up to be unit members. It emphasized multiple times that the plaintiff signed her Membership Agreement and could not claim constitutional violations when the terms of the agreement were made between her and a private entity (NYSUT). The district (the public entity) had no control or persuasion over the Agreement and only followed the terms of the Agreement. Additionally, the Court cited with approval another case that stated *Janus* did not terminate commitments to continue to pay

union dues under membership agreements. See *Fischer v. Governor of New Jersey*, 842 F. App'x 741 (3d Cir. 2021). Therefore, there was no public action denying her constitutional rights because the district was following a private agreement between an employee and a private entity.

Furthermore, the Court discussed the constitutionality of Civil Service Law § 208(1)(b)(i). The plaintiff argued that this provision and the district's adherence to this provision violated her rights under the First Amendment. The Court found that *Janus* did not prohibit such statutory provisions because *Janus* was limited to agency fee payments for non-members – “it made no such finding regarding the legality of union members entering into membership agreements with their unions, which provided for members to authorize their employers to deduct union dues and remit those dues to their unions and also provided a method by which those same employees could revoke that authorization.” Furthermore, the district did not have discretion to stop the dues deductions at any time – it had to follow the Membership Agreement or be in violation of state law. Therefore, since the Taylor Law was constitutional, the district was following the Taylor Law and stopped dues deduction in the prescribed revocation period, there was no valid claim for a violation of her First Amendment rights for the district's failure to cancel her dues deductions in March 2021.

In sum, *Janus* did not overrule § 208(1)(b)(i) of the Taylor Law – at least in the opinion of one federal district court in New York. However, this case will be persuasive if there are future challenges in New York. *Wheatley* made clear that districts must abide by the terms of the applicable membership agreements made between union members and unions. Thus, if a district receives a dues revocation letter outside of the applicable revocation period, a district should let the employee know that it is obligated to continue the dues deductions until that revocation period. Moving forward, districts should become familiar with their union's relevant revocation periods to prevent lawsuits like this in the future.

The Scope of Collective Bargaining

At this time of year, districts and unions are beginning to consider up-coming contract negotiations to renew Collective Bargaining Agreements (CBAs). This article is intended to provide a brief overview of a few key terms and concepts to consider when collectively bargaining acceptable terms and conditions of employment.

For purposes of negotiations in New York, public employers and employee unions are guided by New York Labor Law and specifically, Section 209, et seq., known collectively as the Taylor Law. The basic tenant of the Taylor Law requires public employers and employee organizations to bargain in good faith over terms and conditions of employment.

So, what obligation does this impose on the parties and what is “good faith” in bargaining over terms and conditions of employment? In essence, it is a sincere desire to reach an agreement, to meet at reasonable times and exchange data and engage in dialogue to accomplish those goals.

The “terms and conditions of employment” has been interpreted through case law to mean salaries, wages, health insurance, hours of work, paid and unpaid leave, services, procedures for employee evaluation, discipline, discharge, and others like exclusivity of bargaining unit work and subcontracting. Under the Taylor Law, these terms must be negotiated by the parties to be modified or added to the CBA.

The Taylor Law provides further guidance to employers and unions regarding the scope of topics or subjects which either must be bargained, may be bargained, or can't be bargained for by the parties. These are the Mandatory Subjects, Non-Mandatory or Permissible Subjects and Prohibited Subjects of bargaining.

MANDATORY SUBJECTS

Mandatory subjects of bargaining refer to those items in the contract which must be negotiated

and agreed to by the parties and cannot be changed unilaterally. Examples include, but are not limited to, those items listed above as terms and conditions of employment: wages/salary, hourly rate, overtime, compensation related to additional duties, paid leaves, and procedures for employee evaluation, discipline, and discharge.

NON-MANDATORY OR PERMISSIVE SUBJECTS

Examples of Non-Mandatory or Permissive subjects include, but are not limited to, class size, staffing levels, job duties and job assignments. There is no absolute bar to collective bargaining over such decisions, but the employer may not be compelled to negotiate them. They fall into the Non-Mandatory or Permissive category and unlike Mandatory subjects, there is no obligation to bargain Non-Mandatory subjects and any demands to propose Non-Mandatory subjects may be rejected. Further, one party's insistence on bargaining a Non-Mandatory term (over the objection of the other party) is an improper practice.

THE CONVERSION OF NON-MANDATORY TO A MANDATORY SUBJECT

It is important to consider the effect of agreeing to negotiate and include a Non-Mandatory or Permissive item in a CBA. It is settled law in New York that once the parties agree to include a Non-Mandatory item in a collective bargaining agreement the item converts to a Mandatory term and condition, and any changes to it must be negotiated. For example, offering tuition reimbursement, unit members' tuition free attendance for the children of the district employees who live outside the district, take home cars or cell phone reimbursements.

One noteworthy example is class size. New York's highest court, the Court of Appeals, has held that although class size affects teachers' workload, the topic is one of educational policy made considering the programmatic needs and resources of the school district as determined by their Board of Education. Therefore, it is not a mandatory subject of bargaining.

Nevertheless, class size and student load limits appear in numerous teacher contracts throughout New York State. While such commitments were not required by law, such caps remain binding regardless of economic

conditions. Even with a budget deficit or other fiscal imperative, well-established case law prohibits the district from unilaterally removing a class size cap or student load limit from a collective bargaining agreement.

Including a significant non-mandatory subject such as class size in a labor agreement has long-term, if not permanent, implications. While it may be a way to achieve concessions in another area, it should only be done in full recognition of the consequences.

IMPACT BARGAINING

While districts do not need to bargain Non-Mandatory items, to the extent those items have an impact on terms and conditions of employment, that impact must be bargained upon demand by the union. This process is a product of the good faith which underpins the Taylor Law. While it requires that the employer advise the union of its decision to make a unilateral change and hear any proposals from the union regarding the impact of the decision on the union, it does not prevent a district from implementing the Non-Mandatory item. An example of this would be if the district decided to provide and require their maintenance staff to wear uniforms.

PROHIBITED SUBJECTS OF BARGAINING

There are relatively few subjects which are considered out of bounds for the purpose of collective bargaining. These subjects would be rooted in certain decisions and policies of an employer that are inherently and fundamentally related to the primary mission of the public employer, or because the legislature has manifested an intention to commit these decisions to the discretion of the public employer. As a result, the parties are prohibited from raising them at the bargaining table. Examples include decisions regarding curriculum and textbook selection, and whether to grant tenure or civil service status. Other Prohibited subjects include wearing masks and social distancing imposed by state or local health departments.

Hope this information is useful as you prepare to negotiate with your employee groups. Please do not hesitate to contact our office with any questions.

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	4.00	4.00	4.00	4.00	3.17
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	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	3.54	3.71	4.00	4.00	

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	3.20	3.50	3.50	3.50			3.13
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	3.34	3.43	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
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	3.00	3.00	3.00	3.00	2.79
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/yrs	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	\$3/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%	4.1%	4.3%	4.8%	4.9%	3.9%				
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%	3.2%	3.4%	3.7%	3.7%	3.1%				
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%	3.0%	3.2%	3.6%	3.7%	2.9%				
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%	3.3%	3.7%	4.1%	4.1%	3.3%				
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%	2.4%	2.8%	3.2%	3.0%	2.6%				
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%	2.7%	2.9%	3.1%	3.2%	2.6%				
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%	3.1%	3.1%	3.4%	3.7%	3.8%	3.1%				
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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August 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	313.280	0.2	6.6
2. Urban Wage Earners & Clerical Workers	308.969	0.2	6.9

U.S. City Average

1. All Urban Consumers	296.171	0.0	8.3
2. Urban Wage Earner & Clerical Workers	291.629	-0.2	8.7

September 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	313.880	0.2	6.2
2. Urban Wage Earners & Clerical Workers	308.477	-0.2	6.1

U.S. City Average

1. All Urban Consumers	296.808	0.2	8.2
2. Urban Wage Earners & Clerical Workers	291.854	0.1	8.5

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	292.5	9.8	296.3	9.1	309.6	7.4	313.6	6.7
Jul-22	292.2	9.1	296.3	8.5	308.5	7.0	312.6	6.5
Aug-22	291.6	8.7	296.2	8.3	309.0	6.9	313.3	6.6
Sep-22	291.9	8.5	296.8	8.2	308.5	6.1	313.3	6.6
Oct-22								
Nov-22								
Dec-22								

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

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