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Hicksville Union Free School District and Hicksville School Nurses Association

Eugene S. Ginsberg

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Hicksville Union Free School District and Hicksville School Nurses Association

Abstract

In the Matter of the Fact-Finding between THE BOARD OF EDUCATION OF THE HICKSVILLE UNION FREE SCHOOL DISTRICT and THE HICKSVILLE SCHOOL NURSES ASSOCIATION. PERB Case No: M 2005-264
Eugene S. Ginsberg, Fact Finder

Keywords

hicksville, nurses, 2005-264, ginsberg, perb

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of the Fact-Finding
between

PERB Case No:
M 2005-264

THE BOARD OF EDUCATION OF THE
HICKSVILLE UNION FREE SCHOOL
DISTRICT (“District”)

-and-

THE HICKSVILLE SCHOOL NURSES
ASSOCIATION (“Association”)
-----X

**RECOMMENDATIONS
AND FACT-FINDING
REPORT OF
EUGENE S. GINSBERG**

APPEARANCES

For the District

Guercio & Guercio
By: Gary L. Steffanetta, Esq.
Brian Heyward,
Assistant Superintendent for Personnel

For the Association

Reynold A. Mauro, Esq.
Joan Welsh, President
Christine Kant, Vice President
Carmen Puccio, Secretary
Eileen Puerta
Mary Schneider

BACKGROUND

The Association represents nineteen (19) registered nurses working in the public schools and parochial schools within the boundaries of the District. A four-year collective bargaining agreement between the District and the New York State Nurses Association expired June 30, 2005 (“Agreement”). On April 27, 2005 The Association was certified as the bargaining agent for nurses described above.

The District and the Association met on or about June 30, 2005 and exchanged proposals. Their second meeting was in September 2005. There were four (4) other meetings. Impasse was declared by the Association on or about January 11, 2006. Mediation was not successful and the Association, under date of June 12, 2006, requested appointment of a fact finder.

Under date of July 14, 2006 I was appointed Fact Finder pursuant to Section 209 of the New York State Civil Service Law Article 14, Public Employees' Fair Employment Act ("The Taylor Law") to issue findings and recommendations to resolve the dispute between the parties.

Hearings were held before me, and exhibits were presented, on September 25 and October 25, 2006. Thereafter, briefs were submitted by the parties in support of their positions. I closed the record after receipt of the final submission on December 12, 2006.

DISTRICT DESCRIPTION

The District is a suburban Long Island school district, located in Nassau County. The District educates approximately 5,268 students in its seven Elementary Schools, one Middle School, and one High School. One of the district's nineteen (19) Nurses serves as the Nurse Coordinator; a position which was created by the Board to provide additional nursing coverage, and assistance with staff development and training issues. (The Nursing Coordinator is not assigned to any school building.)

ISSUES PRESENTED

- A. By Both Parties
 - 1. Health Insurance Contribution

- B. By the Association
 - 1. Salaries and Steps
 - 2. Longevity Pay
 - 3. Non-Nursing Duties

ABILITY TO PAY

The District's ability to pay is an essential core issue to be evaluated. The District, in its submission, presented a very helpful analysis, an excerpt of which follows.

ANALYSIS OF THE MEASURES OF ABILITY TO PAY

- a) Median Family Income:

The District's residents have a *median family income* which is *below* the median family income for the rest of Nassau County.

The most recent US Census data, released in October 2006 for calendar year 2003, clearly shows that Hicksville is *below* the median Nassau county family income. Significantly, the US Census data for the prior calendar year (2002), shows that *the median family income in Hicksville is declining*.

Hicksville residents enjoyed a higher median family income in 2002 than in 2003. This trend, coupled with the US Census data reported *increase in the number of families in Hicksville* with school-aged children *living at the poverty level*, demonstrates that the Hicksville taxpayer's ability to pay is declining. The US Census data for calendar years 2002 and 2003 show that there were thirty (30) more families in Hicksville living at the poverty level in 2003, than in 2002.

It is clear from the foregoing, that increasing a tax levy would require a greater sacrifice of yearly income from families in Hicksville, where so many families are at an income level below the Nassau county median. Demands placed on Hicksville residents would be proportionally greater on them than would be the burden placed on taxpayers in a higher income bracket in other wealthier areas of Nassau County. To illustrate this in very simple terms, requiring a person with \$1.00 to contribute an extra dime demands a greater sacrifice of income than when twenty cents is required of a person who has \$10.00.

b) Full Valuation Per Pupil:

Hicksville ranks 32 out of 56 school districts in Nassau County for Full Valuation Per Pupil data, with 1 being the highest, and 56 being the lowest Full Valuation Per pupil. Hicksville is ranked in the lower half of Nassau County school districts, with regard to full Valuation Per Pupil.

c) Real Property Tax Levy As A Percent of Full Valuation:

Hicksville ranks 43 out of 56 school districts in Nassau County for its Real Property Tax Levy as a Percent of Full Valuation, with 1 being the highest, and 56 being the lowest Real Property Tax levy as a Percent of Full Valuation.

d) Uncertainty in the Present Economic Climate:

Several additional factors are relevant when considering the District's ability to pay salary increases, such as the uncertainty of the economy with a nation at war, and interest rates climbing. The runaway escalation in home prices which residents of Long Island have experienced over the past 5-10 years, has come to an abrupt stop. Home sales have stagnated. Changes in Government Accounting Standards for school districts, have required school districts formerly maintaining their books on a cash basis, to accrue for certain long-term liabilities, such as health insurance costs for retirees. This *conversion* to the accrual method of accounting often results in the need for a significant spike in the tax rate for school district residents. Health insurance costs have had double-digit annual increases. Even the cost of operation of the District's physical plant itself has skyrocketed, as the cost of heating fuel and electricity has climbed.

The prevailing economic climate provides the context to all fiscal decisions from the simplest to the most complex. It is a major consideration in determining the ability

and willingness of residents to shoulder additional tax burdens and the extent to which such burdens can be increased.

A school district is dependant upon local property tax revenues to meet its diverse budget needs. As a public entity, a school district can only raise revenue and operating capital by raising taxes and tax rates. Fluctuations in the economic climate impact the extent to which the district's residents can shoulder increased tax burdens. Thus, the state of the economy is a critical component of, and backdrop to, a district's ability to pay.

Presently, while there are indications that there is some economic growth on Long Island, the highest cost of living and doing business in this region must be addressed by school districts. These high costs are driven in large part by property taxes, the majority of which is made up in Nassau County of school taxes.*** The issue of high property taxes on Long Island is forcing school districts to make tough choices to ensure the continued economic viability of this region. Increasing property taxes has become regressive for middle income Long Islanders. While homes have appreciated in value in the past few years, the homeowners' incomes have not kept up. Middle income residents are paying more in property taxes as a percentage of income. On March 24, 2006, the Long Island Association (LIS) released the following statement:

Long Island's educational system is in a financial crisis. The state's share of educational financing for Nassau and Suffolk Counties is decreasing while the costs of unfunded mandates, including fuel and energy, special education costs and pensions, continue to increase. As a result, our local taxpayers are paying a higher rate of local real property taxes than anyone else in the State of New York.

Adding to the increasing burdens on school district budgets is the new rule from the Governmental Accounting Standards Board (GASB) which will require a school district, along with all other government employers, to perform actuarial valuations to determine the total 30 year cost of incurred retirement benefit liability. This liability is primarily composed of retiree health insurance benefits. The new GASB rule and its ramifications were discussed at length in an April 2006 publication by the New York State United teachers ("NYSUT") publication. NYSUT advised its members that "[s]chool districts will be required to calculate and report on the funding status of all post-employment benefits other than pension **and to include this as a financial liability in their annual reports.**" NYSUT acknowledged that the current "pay as you go" method engaged in by most school districts "does not reflect the true costs of the employer liability because post-employment benefits, such as health insurance, are earned during an employee's working years. Therefore, the new GASB rule will require school districts to calculate and include in their financial reports as amortized costs over 30 years of the future retirement health insurance benefits earned by all active and retired employees."

Even NYSUT admits that the projected future costs of these post-employment benefits will be “astounding.” NYSUT goes on to acknowledge that while GASB does not require funding to be set aside to pay for the future benefits which must be reported as an unfunded liability, failure to establish a reserve funds and continuing the “pay as you go approach” will negatively impact [a school district’s] credit rating, resulting in higher borrowing costs, because it will be required to report a substantial unfunded liability.” Obviously, establishing the reserve fund will translate into even higher tax levies. The third option as recognized by NYSUT is for a school district to “reduce retirement health insurance costs by dropping retiree coverage, cutting benefits or increasing retiree contributions.” NYSUT reported that private sector companies faced with this same GASB rule “significantly reduced or eliminated their commitments to provide retiree health insurance.” In New York State, a “Retiree Health insurance Moratorium” prohibits school districts from reducing retiree health insurance benefits or contributions if there is no corresponding diminution in the health insurance benefits or contributions of active employees. See: Chapter 16 of the laws of 2005 (extending the “moratorium” to May 15, 2006).

Even though the new GASB rule has not yet become effective, property taxes are squeezing the taxpayer all over New York State in general and on Long Island in particular. A recent report from the Office of the New York State Comptroller, makes the following points:

1. The property tax is by and far the largest tax imposed by local governments in the State.
2. Local property tax levies grew Statewide by 60% from 1995 to 2005, more than twice the rate of the 28% inflation rate during that period. Most of the tax growth occurred during the last 5 years which saw property tax levies increasing by 42% compared to a 13% inflation rate. The Comptroller’s Office reported that the “Overall Combined Levy” in Nassau county for the years 1995-2005 grew by a rate of 74.8%.
3. Property taxes add to the overall high cost of living on Long Island (the “downstate suburbs”) where property taxes per \$1,000 of personal income average about \$65 compared to a State median of \$53.

Property taxes are a *major contributor to higher housing costs* on Long Island.

EXCERPTS OF POSITIONS OF THE PARTIES

A. Regarding Health Insurance Contribution

By the District:

Proposal: All employees shall contribute 20% toward the premium cost of individual and family health insurance coverage.

It argues:

The agreement should require Nurses hired prior to July 1, 1994, to contribute to the cost of their health insurance, to the same extent as those Nurses hired by the District during the past twelve (12) years; to wit, (20%) percent.

It is unrealistic for these Nurses to expect that they can continue to receive a “free ride” on their health insurance, while their co-workers have been contributing a fair percentage toward such coverage.

The trend is upward, not downward, for school employee contributions for health insurance coverage. A community of taxpayers with their own rising health insurance costs, cannot be expected to share the burden of more than eighty (80%) of the cost of a school Nurse’s coverage. Other bargaining units in the District have employees contributing twenty (20%) toward their health insurance coverage.

There are *eleven* (11) Nurses being provided with Family health insurance coverage, *at no cost to them*. At a cost of **\$13,512** for each Family plan, the annual cost to the District for these eleven Nurses alone is **\$148,632**. Requiring these eleven Nurses to contribute twenty (20%) toward their Family plan coverage, will save the district \$29,726.

There is a need for Nurses hired prior to July 1, 1994, to contribute toward the cost of their health insurance. All Nurses will then be partners, albeit unequal partners, with the District in the expense of an annually-increasing health insurance plan. This plan provides welcome benefits for the Nurses, and all other District staff. Significantly, the practice has been that Nurses contribute toward the cost of their health insurance into retirement, at the same rate as during the last year of their active service in the District. The nurses must contribute their fair share into retirement from the District as well.

It is not unreasonable to expect senior employees at the top of the Nurses’ salary schedule, to contribute at the same level as a Nurse starting their first year of service in July 2005. For the Nurses to suggest that a twenty (20%) percent contribution toward the cost of their health insurance is overly burdensome and/or will discourage Nurses from seeking employment in the District, they need only look to their less experienced, lower paid, colleagues in the bargaining unit, some of whom have been contributing at this level for over ten (10) years.

The Nurses acknowledge that Hicksville teachers are contributing 15% toward the cost of health insurance. This is the same health insurance plan coverage which is being offered to the nurses, and those nurses not currently contributing toward their health

insurance must contribute to these spiraling costs; especially in light of the exponential increases in recent years.

The District's yearly premium costs have almost tripled since 1996. In 1996, the annual Family premium was \$5,509.92. By 2006, that annual Family premium rose to \$13,514.28. (A whopping 145% increase in the District's cost(s).) In one year alone, the District's cost for health insurance for employees is almost Eight Million (8,000,000) Dollars.

By The Association:

Article X, par. B, currently provides with regard to health insurance, as follows:

“The District shall provide health insurance to registered nurses covered under this agreement, at no cost to the employee for individual or family coverage. Employees hired on or after July 1, 1994, shall contribute 20% toward the premium cost of the individual and family health insurance coverage.”

It argues:

During the fact-finding proceeding the parties agreed that the cost of the District's health insurance plan (New York State Empire Blue Cross/Blue Shield) is in excess of \$13,000.00 per year. Twenty percent (20%) of that cost clearly exceeds \$2,600.00. The median salary of a nurse in Hicksville is approximately \$37,500.00. The payment of a 20% contribution rate for nurses, who are not yet paying into the District's health insurance plan, would in fact constitute a salary reduction for these employees in excess of 7%. It should be noted that the District has proposed a cost that would extend the contribution of those nurses who are currently paying into the health insurance, hence the salary increase is more than absorbed by the proposed changes in health insurance contribution rates.

Teachers, on the other hand, are paying 15% of their health insurance premiums (approximately \$1,950.00 per year). This \$1,950.00 contribution represents approximately 2.6% of the median teacher's salary. The District's demand to increase health insurance in any way with regard to nurses is outrageously inappropriate and clearly unfair.

The entire school tax levy of the Hicksville Union Free School District for the 2005-2006 is \$91,396,481.00. It is clear that the cost of health insurance benefits in the nurses unit have little or no effect on the overall budget of the School District.

B. Regarding Salaries and Steps

By The District:

It argues:

The negotiated salary schedule for Nurses in the District for the 2004-5 school year consists of twelve (12) steps and ranges between \$32,842 and \$42,187. The ***increment between steps*** varies between **2.1%** and **2.6%**. The cost of increment, as a percentage of total payroll, is approximately **.7%**. In addition, the parties' Agreement contains four (4) longevity increases in pay; one of which occurs during the time a Nurse is still on the salary schedule (after completing only eight (8) years of service).

In determining a *fair* and *reasonable* salary to be paid to Nurses, every school district must consider several elements. Paramount amount these elements is the school district's ability to pay its employees that salary. Increased Nurse's salaries are borne by taxpayers within the District. A school district, based on its relative wealth and the extent to which its residents bear a large tax burden, may determine that it can only increase its payroll by X%, that it cannot pay X+%, even if X+% is what would be required to compensate its Nurses in a fashion not meaningfully dissimilar to Nurses in surrounding districts.

A school district's *ability to pay* a certain salary increase is based on its own relative wealth and the wealth of the community that supports it. A salary that is within one school district's ability to pay and is thus easily absorbed by the residents of that district, may be beyond another school district's ability to pay and would place undue burdens on its residents. A school district must live within the means of its residents and cannot be expected to overextend itself to keep up with its neighbors. A financially responsible school district faced with its own unique needs, should not be saddled with the fiscal and programming decisions of other districts.

In order to determine a district's ability to pay Nurses salaries, an analysis of several measures of wealth must be conducted that includes considerations of:

- a) the Income Level of the School District's Residents;
- b) Full Valuation Per Pupil;
- c) Real Property Tax Levy as a Percent of Full Valuation; and
- d) the Economic Climate.

A careful analysis if each of these factors must be conducted in order to reach a clear understanding of the District's economic position and relative wealth. Only then, can the fairness and reasonableness of a salary proposal be viewed within the accurate context of fiscal responsibility.

Relevant data may be summarized, as follows:

	Hicksville	Nassau County
Median Family Income*	\$71,246	\$78,762
FV/Pupil**	\$922,683	\$278,591 to \$2,472,693
RPTL/% Full Valuation ***	1.47%	0.92% to 3.12%

*The median family income of a district's taxpayers is a primary factor in determining a district's ability to pay and the tax burden that can be imposed upon an individual taxpayer.

**Full Valuation Per Pupil (FV/Pupil) figure is used to calculate the amount of property wealth that exists per enrolled pupil in a school district. The dollar amounts listed under Nassau County show the wide range, with the Oyster Bay-East Norwich School District having the highest property wealth per enrolled pupil (\$2,472,693), and the Hempstead School District calculated as having the lowest wealth per enrolled pupil (\$278,591).

***Real Property Tax levy as a Percentage of Full Valuation (RPTL/% Full Valuation) figure calculates the relative tax burden placed on a school district's residents, by comparing the taxes collected from residents with the full valuation of property in that district.

Salaries Relative to Other Nursing Jobs

The Nurses should not compare their salaries to those of the emergency room RN employed in a hospital setting. The workday for Nurses in the District is limited by contract to six and one-half (6.5) hours per day. The work year for Nurses in the District is based upon the District's school calendar, typically less than 18 workdays a year. There are no disruptive "shift changes" for Nurses in the District to cope with, and they are not required by the District to work evening or night hours.

The Board vigorously opposes adding any additional steps to the salary schedule. The BOCES salary data suggests that for those Nassau County districts reporting the number of steps in their respective salary schedules, twelve (12) have a greater number of steps, and *sixteen (16) have the same or fewer number of steps* than are found in Hicksville. Three (3) of those districts reporting have the same number of salary steps (12) as are currently found in the Hicksville salary schedule. The Nassau County salary step data does not, therefore, support any change in the number of salary steps in Hicksville. The cost of adding any additional steps to the District's existing salary schedule is significant, and cannot be shouldered by the District in the current financial environment. Such a revision to the salary schedule would saddle the District with

significantly greater payroll costs for many years to come. Additional steps to the salary schedule are not warranted by any available data.

A comparison of the number of steps in other units in the District, does not support any change in the number of steps on the salary schedule for Nurses in the District. An analysis of other bargaining units in the District, reveals the following:

Unit	Steps in Salary Schedule
Teachers	17
Nurses	12
Clerical	10
Buildings & Grounds	12
Administrators	18
Teaching Assistants	0
Administrative Assistants	4

The number of steps in the current Nurses' Agreement, is identical to the number of steps in the current Buildings and Grounds Unit Agreement, and is greater than the number of steps in the current Clerical Unit Agreement. Clerk typists in the Clerical Unit, with only 10 steps, are paid pursuant to a salary schedule which is *significantly less* than Nurses.

It is certainly relevant, and therefore important to note, that the Nurses have not demonstrated, nor do they even allege, that the District has "lost" nurses to other Nassau County school districts with greater salary schedules, or a greater number of salary steps.

Several of the members of the Nurses' bargaining team acknowledged at the first Fact-Finding session on September 25, 2006, that they chose work as an RN in Hicksville's school setting to avoid such unpleasanties, and to provide them with greater time off from their nursing duties. Others testified that their daily school nursing schedule in Hicksville allows them to secure additional gainful employment after-school hours in private doctor's offices, and/or allows them to provide other paid services, such as case evaluations for litigation. Nurses in the bargaining unit are annually provided by the District with reimbursement for their professional continuing education costs. Nurses in the District also have the opportunity to work over the Summer for additional compensation from the District, if they volunteer to do so.

The BOCES NIS Salary Data for Nassau County School Districts

The salary and benefit data reported by Nassau County school districts to BOCES is collected and provided to school superintendents across the County, as an aid to collective bargaining. It provides school districts in the County with relative data regarding Minimum and Maximum salaries for Nurses, as well as the number of Salary Steps in each reporting school district.

The BOCES data shows that Nurses in Hicksville receive a starting salary (**\$32,800**) centered squarely in the middle of all reporting Nassau County school districts. Stated differently, there are fourteen (14) districts reporting a lower starting salary than Hicksville, and fifteen (15) reporting a higher starting salary than Hicksville.

The BOCES data for Maximum salaries suggests that Hicksville Nurses have a Maximum salary (**\$42,200**) which is slightly below the median Maximum salary for Nassau County. However, this data is ranked twentieth (20th) from the top Maximum salary of those reporting Nassau County districts, *almost half (9 out of 19) of those districts with a greater Maximum salary have a greater number of steps on their respective salary schedules.* In other words, in many districts reporting a higher Maximum salary, it takes employees in those districts more years of service to reach those salaries. Several of those districts (Garden City, Great Neck, and North Bellmore) report salary schedules under which employees must be in their twentieth (20th) year of service before reaching the maximum salary. Hicksville's salary schedules, on the other hand, provide employees with the opportunity to achieve the maximum salary (\$42,200) after only eleven (11) years of service in the District.

If we were to look at districts who report greater than 12 salary steps, and extrapolate the "step 12" salary in those districts with higher reported Maximum salaries than Hicksville, we may very well find that in those districts Nurses on "step 12" are likely to be paid less than Nurses on step 12 in Hicksville. By way of example, in the Floral Park School District, there are reportedly eighteen (18) steps between that district's Minimum salary of \$31,083 and Maximum salary of \$45,013. If we divide this salary range (\$13,930) by the number of years it takes to reach that Maximum salary (17), we can obtain an average step increase of \$821. It then follows, that if the step 1 salary in that district is \$31,083, the step 12 salary is approximately \$9,031 higher, or approximately \$40,114. Although the Floral Park School District data reflects a higher Maximum salary than in Hicksville, Nurses in Floral Park are likely paid less than Nurses in Hicksville *during at least the first twelve (12) years of their employment* in that district.

The Board's Last Salary Offer

Notwithstanding the Board's belief that changing financial times and uncertainties with the economy, warrant great caution and the exercise of prudence, the Board has generously offered the Nurses a three (3%) percent salary increase, plus increment, for each year of the new agreement; provided the nurses agree to the District's health insurance proposal.

For Nurses traveling across the salary schedule, *this represents an annual salary increase of as much as 5.6%* when including applicable step increases. A District Nurse completing her eighth year of service in the District, is also eligible to receive longevity pay, and *would receive a salary increase that year in excess of 6.0%.*

Based on the District's ability to pay, the Board's salary proposal is reasonable and appropriate in these very difficult and uncertain economic times. Taxpayers in

Nassau County recently experienced property tax reassessments, and a resulting significant property tax increase.

By The Association:

Nurses as a group are among the most highly trained professionals in the District. All nurses employed in the District are registered nurses and either possess a degree in nursing or certification from a state approved nursing school. Nurses are responsible for many of the decisions that take place during the school day in the absence of the school principal. Furthermore, all medical decisions are the responsibility of the nurses and in most instances those decisions are exercised without any backup from other nurses or physicians. Nurses are required to perform these medical duties without the infrastructure of support found in most hospitals, clinics and doctors' offices.

C. Regarding Longevity Pay

By the Association:

Nurses in Hicksville are limited to a 12 step schedule that unfairly denies any increment to the longest term employees, who in most instances are in their early to mid thirties and are at least 20 to 25 years away from minimum retirement age. The District has had difficulty recruiting nurses and in the case of the high school, there have been the nurses multiple resignations and subsequent hires of nurses in the past year.

By The District:

The Nurses propose exponential increases to the existing longevity pay found at Article XVII of the Agreement. They propose to grant longevity pay to nurses while they are still on the existing salary schedule, after only five (5) years of service. The Nurses propose to double the longevity pay for Nurses with twenty (20) years of service, and "move up" eligibility for longevity pay.

The Nurses have not demonstrated any rationale for a change to the existing longevity pay schedule. Historically, the existing longevity pay "After completing 8 years of service", was in the Agreement *before* the salary schedule had over eight steps. It simply does not make sense to have any employees eligible to receive longevity pay, while they are still traversing the salary schedule. The existence of longevity pay after 8 years of service, results in an unavoidable spike in salary for those moving from step 8 to step 9 on the salary schedule. Clearly, the intended purpose of longevity pay is to provide employees who have reached the maximum salary on the salary schedule with some reward for long-time District service. This objective is undermined by any proposal which seeks to place longevity steps within reach to those still traveling down the salary schedule.

The *existing* longevity pay schedule, provides employees with their first longevity pay while they are still on the salary schedule (after only 8 years of service), and longevity increases thereafter, every four (4) years.

Three of the four existing longevity steps were increased as of the start of the third year of the parties' last Agreement. There is no demonstrable need for further modification to his longevity schedule.

D. Regarding Non-Nursing Duties

By the Association:

Nurses duties and responsibilities shall not include non-nursing duties such as proctoring, hall or cafeteria duty, lunch programs, attendance, elevator keys, office duties, diaper changing, pupil sign out for non-medical reasons. Assignment listed above are for example only.

It argues:

The nurses are straddled with non-nursing duties and the Association has requested the elimination of the unilaterally imposed school lunch program that was placed upon them several years ago. The lunch school program has no relationship to their job description and apparently was passed on to them from other unit that refused to perform the tasks involved. Nurses have clearly demonstrated during the hearing that they have an enormous amount of paperwork to perform and/or performing that paperwork have medical contacts with students, teachers and parents that rise into thousands during a individual school year.

By The District:

Each year that the Nurses enter into bargaining for a successor Agreement, the Nurses put forward a somewhat ambiguous proposal; that they be relieved from what they perceive to be "non-nursing" duties. It becomes evident upon examination, however, that different nurses, in different schools, have periodically been expected to perform a task which is of a non-nursing nature. Although not all nurses are asked to perform such sporadic duties, some of these duties may include obtaining information from parents regarding eligibility for the Free Lunch Program, attendance duties such as calling a parent when a child does not report for school, finding students for parents who sign them out of school early, and checking a child's health records, for required student immunization.

The Association maintains that the performance of these, and other sporadic tasks, takes time away from more traditional nursing duties, such as caring for a sick or ailing child. The Association argues that language should be added to the Agreement, which forbids the District from assigning such duties to them, and therefore, requiring the District to assign them to other groups or individuals employed in the District.

Clearly, reviewing student records, whether they be health records for checking immunizations, or Free Lunch Program applications containing a child's family financial records, are most appropriately handled by a health care professional with training on maintaining the confidentiality of such records. The Nurses have been performing these services, as part of their normal workday/work year, for many years.

Regarding the Free Lunch Program, only those nurses assigned to the District's *public schools*, are asked to perform such review. Nurses assigned to the parochial schools within the District's boundaries do not perform this task. Review of the Free Lunch Program application consists of comparing the stated family income and household size with a chart prepared by Central Office, to determine the student's eligibility. If a student's family income falls within the guidelines on the chart, the student's name is listed as eligible. This paperwork is reviewed at the beginning of the school year, when the nurse is not performing more traditional nursing duties.

The Association does not maintain that the performance of this task takes any time away from caring for a sick or ailing child. Although the Association argues that language should be added to the Agreement, which forbids the District from assigning such duties to them, and therefore, requiring the District to assign them to other groups or individuals employed in the District, the nurses have been performing this service, as part of their normal workday/work year, for many years.

With the exception of processing the Free Lunch Program applications, it did not appear that Nurses were routinely "proctoring exams", handling "bus duty", or using the "elevator key" to transport injured students, on any regular basis. Furthermore, it was acknowledged by the Nurses, that the Free Lunch Program applications contain confidential information regarding a family's income, and that the Nurses have (with the exception of a few short months) always been responsible for processing such applications. These applications are, by necessity, reviewed by the building Nurses at the outset of the school year. Similarly, the Nurses review of immunization records for Elementary School students, by statute (Public Health Law Sec. 2164) must be conducted within the first ten (10) days of school, or within ten (10) days after a new entrant may arrive during the school year. The Nurses acknowledged that both the Free Lunch Program applications and the check of immunization records subsides after the month of September each year.

It is important to note, that the Nurses do not allege, nor can they, that they are required to put in any additional hours beyond the Nurse's contractual day to fulfill these tasks. The Board is confident that no Nurse would jeopardize the health or safety of any student while engaged in other duties. There is an expectation as well, that Nurses are productive while they are being paid for their time, and that the Nurses will prioritize their workload so as not to compromise the health or safety of student. It has not been alleged, that such tasks cannot be accomplished safely by the Nurses during the normal workday.

As stated previously, the Nurses have raised a similar proposal in each round of bargaining for at least ten (10) years. Nothing significant has changed in recent years, which would warrant a different result than in the past.

The Nurses have not demonstrated a need for any revision to the parties' long-standing practices. Should the Nurses believe that less of their work time when students are in school should include such tasks, the solution may be found by simply extending the Nurses' work year, that is to say, by adding several additional days before the first day of school. In the Farmingdale School District, for example, the Nurses agreed in the last round of bargaining to extend their work year by adding an additional three (3) days to the Nurses' calendar. Instead of defining the Nurses' work year as coinciding with the traditional school calendar, the 2001-2005 collective bargaining agreement for Nurses in the Farmingdale School District now provides for one (1) additional workday at the beginning of the school year, and two (2) additional workdays at the end of the school year, *without any additional compensation*. The additional days were simply included in the Nurses' regular work year, for which Nurses receive an annual salary. By adding three (3) additional work days before the start of the school year, the Nurses in Hicksville could likely devote their full attention to the processing of the vast majority of Free Lunch Program Applications, and the review of the student immunization records.

These tasks have been performed by the Nurses in the District for many years, and are appropriate ancillary tasks for a Nurse in a public school setting.

FINDINGS & RECOMMENDATIONS

Having considered the oral and written submissions, including exhibits, of the parties I make the following Findings and Recommendations:

1. **Length of Award**

Three year collective bargaining agreements in the public sector usually provide a reasonable degree of labor stability without establishing terms and conditions of employment too far into the future. A three year agreement was requested by both parties.

However, the Agreement of the parties expired June 30, 2005. These recommendations will be received by them on or about January 11, 2007 and a settlement will not likely be achieved until some time later this year. A three year agreement would then expire June 30, 2008, approximately a year after it is finalized. This result does not make labor relations sense.

Therefore, considering the foregoing circumstances I recommend a four year Collective Bargaining Agreement ("New Agreement"), from July 1, 2005 through June 30, 2009. The parties would then be offered the opportunity of having a reasonable degree of labor peace with terms and conditions of employment not too far into the future as to disadvantage either party if economic conditions substantially change.

Recommendation: A four year New Agreement from July 1 through June 30, 2009.

Monetary Impacts

There are financial effects of all parts of the New Agreement. Each component has costs and benefits. They are interrelated and should be considered together. Three of the issues, Health Insurance Contributions, Salaries and Steps and Longevity Pay, immediately affect net pay of Association members.

Employees have a right to expect modest wage improvements but must also recognize that it is reasonable for them to contribute to their health care costs.

The need of the Association and its members, as well as the obligations of the District in the context of the general state of the economy and the burdens of the taxpayers must be taken into account.

An attempt must be made to balance the results.

2. Health Care Insurance Contribution

Nurses hired after July 1, 1994 have been contributing to their health care costs.

I find that it is fair and appropriate that nurses hired before July 1, 1994 contribute to their health care costs. To ease their new burden, a three year phase in of their contribution should help.

Recommendation: During the four year term of the New Agreement Nurses hired before July 1, 1994 contribute as follows:

<u>Term</u>	<u>Conditions</u>
7/1/05-6/30/06	Ten (10%) percent
7/1/06-6/30/07	Fifteen (15%) percent
7/1/07-6/30/08	Twenty (20%) percent
7/1/08-6/30/09	Twenty (20%) percent

3. Salaries and Steps

The District put into the record the need to consider its “ability to pay”. It is in this Report to assist a reader in understanding the components and pressures on taxpayers when the district attempts to reach an acceptable balance with its employees, and more specifically here, its Nurses, who have enormous direct responsibility for the children of taxpayers.

Living costs have been rising and disposable income has been falling.

To ameliorate this financial squeeze employees look to their employers for relief. The District recognized that a salary raise was a responsible action. Its implementation over the 12 steps is reasonable.

During the four year term of the Agreement which expired June 30, 2005 the salaries increased by 3.5% in the second and third years and by 3.25% in the fourth year. Using a two year pattern is reasonable.

I find that it is fair and appropriate that there be an annual increase in the four year term of the New Agreement for each of the 12 steps.

Recommendation: During the four year term of the New Agreement the Nurses Salary Schedule, with increments, shall increase as follows:

<u>Term</u>	<u>Percentage</u>
7/1/05-6/30/06	3.25
7/1/06-6/30/07	3.5
7/1/07-6/30/08	3.5
7/1/08-6/30/09	3.75

4. Longevity Pay

During the four year term of the Agreement which expired June 30, 2005 there was a longevity schedule for years of service to the District. It referenced completion of 8, 12, 16 and 20 years of service. The Association proposed insertion into the schedule completion of 5, 10 and 15 years of service and an increase at 20.

Longevity pay, as recognized by the District, is “some reward for long-time District service.”

I am not persuaded that insertion into the schedule is appropriate. However, as an incentive to retain long time Nurses, adding pay at the 25 year milestone should help in the overall monetary impact balance.

In the context of this Report I find that it is fair and appropriate that an additional longevity pay provision be inserted.

Recommendation: During the four year term of the New Agreement longevity pay after completing 25 years of service shall be \$2,000 per year.

5. Non-Nursing Duties

The record does not contain compelling evidence to conclude there be change in the “non-nursing” duties that are performed by Nurses in the district, and I so find.

Recommendation: There be no change during the four year term of the New Agreement relating to assignment of non-nursing duties.

CONCLUSION

This report is limited to the issues referenced herein. The individual recommendations are not made in isolation but as a package. They include a balancing of the needs of the parties, as expressed by their respective proposals and responses, with consideration for taxpayers and the practical realities of current public sector labor relations

The Recommendations provide the basis for a fair and reasonable settlement. The parties are urged to consider them with an open mind and with a view toward accommodations.

Dated: January 10, 2007

Eugene S. Ginsberg, Fact Finder

AFFIRMATION

STATE OF NEW YORK)
COUNTY OF NASSAU)

I do hereby affirm that I am the individual described in and who executed the foregoing instrument, which is my Report of Findings and Recommendations.

Dated: January 10, 2007

EUGENE S. GINSBERG