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Stuart L. Bass J.D., M. P. A.

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# Hempstead Union Free School District and United Public Service Employees Union

**Abstract**

In the matter of the fact-finding between the Hempstead Union Free School District, employer, and the United Public Service Employees Union, union. PERB case no. M2009-300. Before: Stuart L. Bass, fact finder.

**Keywords**

New York State, PERB, fact finding

**STATE of NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD**

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**IN Re: FACT-FINDING Between**

**HEMPSTEAD UNION FREE SCHOOL DISTRICT,  
Public Employer**

**and**

**FACT FINDER'S REPORT  
and RECOMMENDATIONS**

**Case No. M2009-300**

**UNITED PUBLIC SERVICE EMPLOYEES UNION,  
Public Employee Organization**

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**APPEARANCES:**

**HEMPSTEAD UNION FREE SCHOOL DISTRICT:**

**Michael Krauthamer, Esq.  
Chumi Diamond, Esq.  
LAMB & BARNOWSKY**

**UNITED PUBLIC SERVICE EMPLOYEES UNION:**

**Kevin Boyle, Jr. President  
Aloysius Elvin  
I.A. Rahman  
Brian Honahan, UPSEU Representative  
Curtis C. Hewitt, Sr.**

**BEFORE: Stuart L. Bass, J.D., M.P.A.  
Fact Finder**

## **BACKGROUND**

The HEMPSTEAD UNION FREE SCHOOL DISTRICT (herein after the DISTRICT) and the UNITED PUBLIC SERVICE EMPLOYEES UNION (herein after the UPSEU) are parties to a collective bargaining agreement covering the period of July 1<sup>st</sup>, 2004 through June 30<sup>th</sup>, 2009. The parties herein were engaged in collective bargaining negotiations for a new collective bargaining agreement and held numerous bargaining sessions without a successful resolution of their contract.

On January 25<sup>th</sup>, 2010 the parties filed a joint declaration of impasse with the NYS Public Employment Relations Board. Following three unsuccessful mediation sessions, the parties scheduled a Fact-Finding hearing on June 28<sup>th</sup>, 2011. The proposals presented to the Fact Finder by both parties included the following issues to be addressed by the Fact Finder:

- 1) Duration of the collective Bargaining agreement
- 2) Salary/wages/wage schedule adjustment
- 3) Health insurance premium contributions
- 4) Dual health insurance coverage
- 5) Notification of job transfers
- 6) Snow time
- 7) Work week shift schedule
- 8) Overtime
- 9) Benefit Fund
- 10) Vacation
- 11) Automobile allowance

## **INTRODUCTION**

The hearing before the Fact Finder identified the aforementioned issues and the Fact Finder

shall limit discussion and recommendations to those matters as well as related sub-issues.

The parties have submitted detailed statistical and supporting data to state persuasively the merits of their respective positions and concerns on each of the impasse issues. Established criteria have been developed and accepted in the negotiating process to interpret said information. These considerations/factors include, but were not limited to, comparability to other contiguous or neighboring school districts, the District's ability to pay, cost of living and pattern setting, all of which measuring indicators were considered in fashioning the recommendations made herein that will prove to be equitable and mutually acceptable. The Fact Finder was particularly mindful of the Combined Wealth Ratio (CWR) and its impact on the District. The findings and recommendations made herewith are predicated entirely on the record. It is a judicious review of the parties assertions and evidence and demonstrates a balanced accommodation of their respective complex positions.

The Fact Finder further takes note that analysts have assessed the current fiscal crunch facing most school districts and have concluded that the combination of school aid cuts and tax caps will almost certainly force most districts to reduce staff and services. Furthermore, the Fact Finder is also mindful of the fact that since 1998 through 2011 there have been nominal increases in State aid compared to the skyrocketing costs in spending by the districts. This year alone there have been cuts in school aid by as much as \$250 million. Benefits obligations have increased from some \$15 million to more than \$27 million over recent years particularly in health care related costs. School districts, including the HUFSD, anticipate substantial staff reductions over the next year.

The Fact Finder also takes note that the average salary of custodial and maintenance employees is approximately \$48,000.00 and likewise must weigh comparable figures from neighboring and surrounding districts, including factors such as inflation and cost of living.

Given the rather dismal economic climate currently, as well as for the immediate future, the Fact Finder makes the following recommendations to the HEMPSTEAD UNION FREE SCHOOL DISTRICT and the UNITED PUBLIC SERVICE EMPLOYEES UNION in the hope of attaining a fair and equitable settlement for both parties given the difficult economic conditions facing the DISTRICT and the UPSEU.

- 1) **OVERTIME:** The District proposes to exclude paid leave time from overtime computations.

The Fact Finder rejects any changes in the current practice.

- 2) **WORK WEEK SHIFT:** The District proposes a TUESDAY to SATURDAY work week to meet its extended obligations to the community. The Fact Finder rejects this proposal. Many Union employees maintain second or third jobs to sustain themselves financially. To change the work week shift would impose an undue hardship on some employees and the Fact Finder finds this to be unacceptable. However, where possible, on a voluntary and seniority basis, employees may opt for a TUESDAY to SATURDAY work week. Such employees shall be offered a stipend in the amount of five percent (5%) of their gross salary. Further, any new employees hired hereafter can be assigned to a TUESDAY to SATURDAY work week. Any such employee shall receive the aforementioned stipend as well. Pursuant to this recommendation, no more than six (6) individuals can be on a TUESDAY – SATURDAY

schedule which shall include the following: 2 district grounds persons; 1 maintainer; 2 high school custodian/cleaners; 1 middle school custodian/cleaner. The District shall insure that all proper safety standards are maintained for employees working alone on Saturdays.

3) **DUAL HEALTH INSURANCE COVERAGE:** In reviewing the current arrangement with the District and the UPSEU, the Fact Finder concurs with the District and recommends the elimination of dual health care coverage for new employees hired subsequent to the ratification of a new agreement for their respective spouses or partners. Dual coverage creates additional unnecessary expense where spousal or family coverage can be secured at a significant cost saving.

4) **HEALTH INSURANCE:** Given the fact that health insurance costs and premiums increase on average 9 to 10% annually, and furthermore, given that most employers now require some level of contribution to health insurance premiums, increased contribution by UPSEU employees now becomes a necessity. However, the District's demand of an increase from 10% to 18% is unreasonable given the economics and the levels of contribution by other employees in the District. The Fact Finder, therefore, recommends that no increase in contribution be made in years one, two and three of a new contract. Effective July 1<sup>st</sup>, 2012, health insurance premium contribution shall be increased from ten percent (10%) to twelve percent (12%).

5) **BENEFIT FUND:** Fact Finder recommends no increase to the Benefit Fund for years 2009 and 2010. However, effective October 1st 2011 and July 1<sup>st</sup>, 2012 there shall be a contribution increase of \$48.00 per employee in each respective year to the Benefit Fund.

6) **LONGEVITY:** In considering the current and immediate future fiscal constraints and balancing the needs and economic pressures placed on UPSEU employees, the Fact Finder recommends no increase in longevity pay through Steps 15 and 20 for the first two years of the collective bargaining agreement. However, beginning in July 1<sup>st</sup>, 2012, and for the remainder of the new contract, there shall be an increase in longevity as follows:

Effective July 1<sup>st</sup>, 2012 (15 years),,,,,,\$700.00 to \$800.00

Effective July 1<sup>st</sup>, 2012 (20 years).....\$1,000.00 to \$1,100.00

7) **TRANSFERS:** The Fact Finder is mindful of the need to sometimes transfer an employee to effectively utilize the workforce and assign employees based on ability and what best serves the needs of the District. Though the current practice is thirty (30) days notice, the Fact Finder recommends that twenty (20) days notification be required for any transfer. This shall be effective upon ratification.

8) **SALARY/WAGE INCREMENT:** The Fact Finder has taken into account the economic climate, the serious fiscal constraints faced by the District, coupled with the



community's (District's) ability to soundly and equitably compensate the UPSEU employees. Likewise, the Fact Finder should point out the similar financial constraints and sacrifices faced by UPSEU represented employees. Therefore, the Fact Finder recommends the following salary adjustments over a new four year collective bargaining agreement be as follows:

Effective July 1, 2009 – June 30, 2010	Two percent (2.0%)
Effective July 1, 2010 – June 30, 2011	Two percent (2.0%)
Effective July 1, 2011 – June 30 2012	Zero percent (0%)
Effective July 1st, 2012 thru December 31 <sup>st</sup> , 2012	Two percent (2.0%)
Effective January 1 <sup>st</sup> , 2013 thru June 30 <sup>th</sup> , 2013	One-half of one percent (0.5%)

The Fact Finder further takes note of the current fiscal climate faced by both parties; the Fact Finder does not recommend any added adjustments to the salary schedule as proposed by the UPSEU.

- 9) **SNOW TIME:** The Fact Finder recommends that in the event of a school closing due to snow after school has begun and has been in session, all UPSEU represented Employees who continue to work shall receive compensation at a rate of time and one-half for the remainder of time worked. They shall be compensated at the same rate when schools are closed and have not been opened due to snow. Furthermore, night shift employees shall receive compensation equal to the same number of hours worked at time and one-half by the day shift. This shall be effective upon ratification.

- 10) **VEHICLE USE:** UPSEU represented employees who are required to use their own vehicles on a daily basis must be notified in writing by the Director of Facilities prior to July 1<sup>st</sup>. Said employees shall receive twelve hundred dollars (\$1,200.00) per year. Any employee receiving such notification any time after July 1<sup>st</sup> shall be paid pro rata based on actual use of such vehicle.
- Any employee not covered under the aforementioned recommendation, who is required by Director of Facilities to use their own vehicle for District business, shall be compensated seven dollars (\$7.00) per day plus any other reimbursement consistent with District policy. Such employee(s) shall be required to maintain a daily travel log and a detailed accounting to the District's Business office. Further, no employee currently receiving a vehicle use payment shall lose that benefit as a result of this recommendation. This shall be effective upon ratification.
- 11) **VACATION:** The Fact Finder rejects the UPSEU's requested vacation accrual for long term employees.
- 12) **THE FACT FINDER** further takes note that the UPSEU and the District previously agreed to issues pertaining to life insurance, shoe allowance and sick leave bonus programs. The Fact Finder urges that these issues be resolved and concluded in a timely matter consistent with these recommendations.
- 13) **DURATION of COLLECTIVE BARGAINING AGREEMENT:** It is the recommendation of the Fact Finder that the term and duration for the new collective bargaining agreement shall be JULY 1<sup>st</sup>, 2009 through JUNE 30<sup>th</sup>, 2013.

**Dated: August 18th, 2011  
Hempstead, New York**

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**STUART L. BASS  
Fact Finder  
Public Employment Relations Board  
State of New York**