

Office of Collective Bargaining

-----x
In the Matter of the Impasse

between

THE CITY OF NEW YORK

and

THE LICENSED PRACTICAL NURSES OF
NEW YORK, INC,

Case No. I-85-72
-----x

REPORT and RECOMMENDATIONS

of

IMPASSE PANEL

On May 10, 1972, the Office of Collective Bargaining determined that an impasse existed in the collective bargaining between the Licensed Practical Nurses of New York, Inc., hereinafter referred to as the Association, and the City of New York, hereinafter referred to as the City, and appointed the undersigned as a one member impasse panel to hear and report and make recommendations for the resolution of the dispute.

Hearings were held on June 14, 30 and July 12, 1972, at which the parties were given full opportunity to present testimony, evidence and argument in support of their respective positions. The Association was represented by Robert Silagi, Esq., and the City was represented by Robert Pick, Assistant Director of Labor Relations. Also present at the hearings were the following:

For the Association:

Pearl O. Rasin, President
Emma Townsend, Co-Chairman
Karen Bruce, Co-Chairman
Wilhemina O. Lewis, Social Services
Eileen Borden, Elmhurst Hospital
Rosamond Beckwith, Cumberland Hospital
Hans Hodge, Bird S. Coler Hospital
Sylvia J. Allison, Kings County Hospital
Dorothy J. Boyd, Kings County Hospital
William Knight, Fordham Hospital
Rosa Pittman, Department of Correction
Leroy Houston, Bellevue Hospital

For the City:

Myron Horowitz, Director Labor Relations,
New York Health and Hospital Corporation
Grace Matsunaga, Director Nursing Services
Michael G. Davies, Personnel Examiner OLR

The dispute is concerned with unresolved issues in the negotiation of an agreement to succeed the one which expired on June 30, 1971. Although that agreement had a two-year term, the parties are agreed that the successor should be for a three-year period, ending June 30, 1974.

The Association presented thirteen issues for resolution but the City challenged the arbitrability of a number of them on the grounds that they were either covered by City-wide bargaining or were not mandatory negotiable items. By law, the mere raising of an objection to arbitrability ousts the impasse panelist from jurisdiction until the issue has been decided by the Board of Collective Bargaining. In the meanwhile, the Association elected to proceed on those issues that were concededly arbitrable.

The bargaining unit consists of about 3200 licensed practical nurses. In view of the fact that most of them are now employed by the New York Health and Hospital Corporation, the parties have agreed that the New York Health and Hospital Corporation shall be a signatory to the contract as well as the City.

Following are the evidence, arguments and recommendations with respect to the arbitrable issues.

1. Salaries: As of June 30, 1971, the effective salary range for LPN's was \$7,400 to \$8,000. The Association demands that the range be increased as follows:

On 7/1/71 - From \$ 8,450 to \$ 9,250
7/1/72 - From \$ 9,500 to \$10,500
7/1/73 - From \$10,500 to \$11,500

The Association's principal support for this increase is the salaries paid to LPN's at hospitals that are members of the League of Voluntary Hospitals and Homes of New York, who are under contract with Local 1199, Drug and Hospital Union, RWDSU, AFL-CIO. The Association points out that as of July 1, 1971, twenty representative members and some non-members of the League had minimum annual wages averaging \$8,185 for an average work week of 37.68 hours which, translated into forty hours, would amount to 8,710 (I compute it to be \$8,688.96) compared with the City's minimum of \$7,400.

The Association also argues that the Consumer Price Index has increased 17.6% from July 1, 1969 to May 1st 1972. This increase in the cost of living undoubtedly must be considered. At the same time, it should be noted that the LPN's contract minimum on June 30, 1969, was \$5,450 and rose to \$7,400 two years later, an increase of 35%.

The City does not deny that the LPN's are entitled to a substantial increase. It argues, however, that the comparison between the League Hospitals and the City, if restricted to salaries, does not give a true picture. It urges that a comparison be made of the whole compensation including fringe benefits & well as salaries. If fringe benefits such as pension, health and welfare, vacation, holidays, various leaves, tuition reimbursements and uniform allowances are costed in, the City's minimum salary of \$7,400 is worth \$11,351.43, while a typical Local 1199 contract minimum of \$8.156 costs \$10,614, at 38 3/4 hours, and at 40 hours would cost \$10,956. At the maximum of \$8,000, a City LPN's job is worth \$12,193.08. The principal reason for the difference is that the City contributes 19% to pension benefits for its employees while the League Hospitals only contribute between 5% and 6%.

There are three other factors which I am obliged to take into account in making a salary recommendation. One is the financial condition of the City, the second is the limitation placed upon allowable wage increases by the Federal, Government Wage Guidelines and finally, care must be exercised to maintain the relationship between the LPN's and other jobs with which they have been historically comparable, the Nurses Aides and the Registered Nurses.

A. The City's financial condition is a relevant factor. Because of insufficient income, City departments have been ordered not to hire new employees. This is well known to the LPN's who have found their duties and responsibilities increased by reason of their shrinking number. In my opinion, it is precisely because of these increased duties and responsibilities that the LPN's are entitled to a fair wage increase. The City's straitened financial condition must be taken into account but cannot be the sole criterion in this proceeding.

B. The City points out that there are practical difficulties in obtaining approval under the Federal Wage Guidelines if the proposed increase exceeds them. Nominally, those wage guidelines require a limit on increases of 5.5%. I have not limited my recommendation to 5.5% because it would be inequitable to do so, because the Pay Board has permitted increases in excess thereof when equity requires it and because the computation under the guidelines is complex. I do not want to apply a limit more stringent than the Pay Board Itself would allow. Moreover, unless the City LPN's are paid wages comparable to those in private industry the City will have great difficulty in recruiting new employees. My recommendation is necessary to keep the City competitive.

C. Starting in 1954, when the Nurses Aide minimum was \$2,500, the LPN \$2,750, and the RN's \$3,500, each group kept relative pace with each other. Thus, ten years later, in 1964, the Aides were at \$3,750, the LPN's at \$4,000 and the RN's \$5,150. But, as of July 1, 1970, the minimum for the Aides was \$6,100, the LPN's was \$7,400 and the RN's \$9,500. Thus, while the LPN's have kept pace with the RN's they have lately moved more than proportionately ahead of the Aides. The LPN's relation to the RN's must be maintained. On July 1, 1979 the RN's minimum was increased \$519 and on January 1, 1972, an additional \$292, for a total of \$811 over the year.

My recommendation is designed to narrow the gap between the salaries paid City and League LPN's. Although the City LPN's may continue to be paid 1633 cash per hour than League LPN's in some cases, they will be paid more when the value of their pension plan and fringe benefits are included. In this

regard, I have been told that some LPN's are not members of the City pension plan and will therefore not benefit from it. That is a problem they may wish to rectify if they can. But, those who are members will some day reap the benefit of a vastly superior pension that costs the City 13% to 14% of gross salary more than that which the League provides for its employees. That benefit must be included in any comparison between City and League LPN's.

I have considered the LPN's request for salary differentials based on longevity. Because of the way in which they are now scattered at varying salary levels, I believe that longevity differentials are not suitable. Instead, I propose to group them according to salary ranges. This will reduce if not cure the inequity which now exists because of longevity factors.

RECOMMENDATION:

Considering all these circumstances my recommendations for the general increase are as follows:

<u>Old Range and Rates</u>	<u>New Range and Rates</u>		
<u>In effect on</u> <u>June 30, 1971</u>	<u>Effective on</u> <u>July 1, 1971</u>	<u>Effective on</u> <u>July 1, 1972</u>	<u>Effective on</u> <u>July 1, 1973</u>
			Appointment Rates: \$8,650
		Appointment Rates: \$8,300	8,900
	Appointment Rate: \$7,800	8,400	9,000
\$7,400 - 7,499	8,000	8,650	9,300
7,500 - 7,599	8,200	8,900	9,600
7,600 - 7,849	8,450	9,200	9,950
7,850 and over	8,750	9,500	10,300

2. Uniforms and Equipment: The present agreement provides \$100 for uniforms. The Association asks that it be increased to \$250 but offers no substantial evidence to support it. The RN's presently also receive \$100.

RECOMMENDATION:

No change in the present allowance.

3. Differentials:

A. At present, a pro-rated annual differential of \$480 is paid to each LPN employed in the Department of Correction while engaged in direct patient care on a continuing basis in that Department. The Association asks that it be doubled to \$960. RN's in the Department of Correction have received a differential of \$600 since July 1, 1970.

RECOMMENDATION:

That the differential for LPN's in the Department of Correction be increased to \$600, effective July 1, 1971.

B. At present a pro-rated differential of \$1,200 is paid to each employee assigned to performance of duties on the evening or the night shift. The Association asks that it be increased to \$1,800 but submitted no convincing evidence to support the change.

RECOMMENDATION:

That the shift differential remain as at present.

C. At present each employee who is assigned as nurse-in-charge or to the operating room on a shift is paid a differential of \$2.50 per shift. The Association asks that it be increased to \$8.00 and that it be extended to those who work in the delivery room, emergency room, premature nursery recovery room, polio area, intensive care unit, out patient department, cardiac care unit and respiratory care unit.

Extensive testimony was submitted detailing the work done in the various specialty functions. Indeed, to a lay person, the recital of such duties is a cause for wonderment and gratitude that there are dedicated people who perform such services for the sick. But, the purpose of this differential is to provide extra payment for assuming supervisory duties or 'for having special training for the job as in the case of those who work in the operating room. The City agrees that LPN's who are assigned as scrub

nurses in the Caesarian section room are entitled to the operating room shift differential. But, the City argues that in the other areas the work is of a similar quality and quantity as that of a ward nurse. Staff nurses who work in those areas do not receive a differential.

Under the circumstances, I am not convinced that the differential should be extended to other work. However, I do find that an increase is warranted in the per shift differential and that those who are on a full time regular basis should be paid the differential on an annual basis rather than for each shift. Because of the bookkeeping difficulties involved, I shall award the increase to be effective in the future, on December 19 1972.

RECOMMENDATION:

That LPN's assigned as nurse-in-charge or to the operating room, or as- scrub nurse on the Caesarian section unit, shall receive a differential of \$2.75 per shift, effective December 1, 1972. However, such employees who are so assigned on a regular, full time basis shall receive a differential at the rate of \$600 per year.

4. Tuition Reimbursement: The present agreement provides for a tuition reimbursement of \$200. The Association asked that it be increased to \$500 but showed no convincing basis to support the demand.

I find that effective July 1, 1970, RN's have been receiving up to \$250 per annum for this purpose. I see no reason why the LPN's should not be similarly treated.

RECOMMENDATION:

That the tuition reimbursement limit be increased to \$250, effective July 1, 1971.

Dated: October 17, 1972

Respectfully Submitted,

BENJAMIN H. WOLF, IMPASSE PANEL