

Via Certified U.S. Mail

December 20, 2019

Valerie A. Burgos-Kneeland¹

Jaiveer Grewal

Robin Krinsky

Shanna Murphy

Cyndi Caruso

Cliff Krinsky

Patricia James

Curlean Duncan-Britton

Rose Green

Anne Bove

Josephine Deocampo

Mary Simon

Rosemarie Mason

Yvonne Brown

Jude Coye

Re: October 28, 2019 Internal Disciplinary Complaint against Judy Sheridan-Gonzalez and Patricia Kane

Dear All:

I write to inform you that Executive Committee has reached a decision regarding the above-referenced internal disciplinary complaint against Judy-Sheridan-Gonzalez and Patricia Kane (together, the “individuals”). After considerable deliberation, the Executive Committee has determined to dismiss the internal disciplinary complaint against each individual in whole.

As reviewed in greater detail below, your complaint against each individual was not timely in accordance with the Section II (B) of the Internal Disciplinary Complaints and Charges Policy. That Section provides as follows:

A complaint must be submitted in writing to the NYSNA President within thirty (30) calendar days from the date that the complainant knew or

¹ This letter is being mailed to each individual’s home address, but in the interest of privacy the addressees are not being listed on the letter.

reasonably should have known of the alleged conduct forming the basis for the complaint.

Nevertheless, as again reviewed in greater detail below, the Executive Committee determined that had the submission been timely, the information and evidence submitted still would have been insufficient to substantiate the allegations stated in the internal disciplinary complaint. Section II.A. of the Internal Disciplinary Complaints and Charges Policy provides that “[i]t is the responsibility of the complainant(s) to submit information, documents, or evidence to the Executive Committee for its consideration within five (5) calendar days of the receipt of the complaint.” (emphasis added).

Rumor, innuendo, suspicion and/or conclusory statements or imputations of motive are not sufficient to substantiate allegations or constitute evidence, and differences about policy or the administration of NYSNA do not constitute a basis for disciplinary charges. Further, under the Internal Disciplinary Complaints and Charges Policy, the Executive Committee is not charged with conducting an investigation and did not do so here. The Executive Committee in this matter did review certain referenced and related documents.

Please be advised that if you choose to submit a request to appeal this decision, it should be submitted to Treasurer Nancy Hagans in accordance with Section II (C) and (VI) (B) (1) of the Internal Disciplinary Complaints and Charges Policy.

1. Charges Against Judy Sheridan-Gonzalez

A. Timeliness of Charges

The Complaint states that the individuals bringing the charges “do not dispute that the NYSNA Board of Directors voted in approximately 2016 or 2017” to increase the sitting President’s stipend from \$15,000 to \$50,000, and indeed note that the amount is listed in an LM-2. Complaint, ¶¶ 11, 13, p. 2. We note that the increase in the stipend referenced in the Complaint was actually approved at a meeting of the Board of Directors on June 6, 2017, and was listed in the LM-2 filed on June 29, 2018. LM-2s are public documents. Thus, all allegations related to the increase in the stipend are untimely.

The Complaint concedes that refunding of \$12,000 to Ms. Sheridan-Gonzalez was disclosed in the most recent (2018-19) LM-2 filing. Complaint, ¶ 16. That LM-2 filing was filed on June 21, 2019 and was public. Any other payments to Ms. Sheridan-Gonzalez were reflected in prior LM-2 filings. Thus, all allegations related to this aspect of the complaint are untimely.

B. Insufficiency of Charges

The Complaint admits that the NYSNA President has received an allowance or stipend since 2004-05, Complaint, ¶ 9 n. 3, long before Ms. Sheridan-Gonzales became President and long before most or any of the current members of the Board of Directors served on the Board. The Complaint further states that the individuals² bringing the charges “do not dispute that the NYSNA Board of Directors voted in approximately 2016 or 2017” to increase the sitting President’s stipend from \$15,000 to \$50,000, and indeed notes that the amount is listed in the relevant LM-2.³ Complaint, ¶¶ 9 n.3, 11, 13, p. 2. In relation to this statement in the Complaint, the relevant minutes of the Finance Committee on June 5, 2017 [which lists one of the complainants, Anne Bove, as being present], note that “A Motion was made to the Committee to recommend increasing the President’s stipend to \$50,000 annually. The recommendation was approved and the Committee will forward it to the Board of Directors.” The minutes of the Board of Directors meeting on June 6, 2017 includes the following:

“-NYSNA President’s Stipend.

- After review of the other State Nursing organizations stipends a recommendation [w]as made to increase the NYSNA stipend for the President commiserate to offer such individuals elected to a similar position statewide

Motion #3

The stipend of the NYSNA President moving forward to be increased from \$15,000 to \$50,000.

Moved: Finance Committee Action:

Approved:”

Thus, as the Complaint itself concedes, NYSNA Presidents have been provided allowances or stipends for over a decade-and a-half, and as the complaint itself further concedes, the 2017 increase in the stipend was approved by the Board of Directors. The NYSNA Board of Directors, which under labor law is authorized to interpret the NYSNA bylaws, has therefore approved allowances or stipends for the President over many years and concluded that that such an allowance or stipend does not transform the President into a staff position in violation of Article X, Section 2 of the Bylaws.⁴

² Two of the individuals bringing charges are current members of the NYSNA BOD, and one was a member in 2016 and 2017.

³ The complaint states that payment of this amount “is buried in the LM-2 for only the most scrutinizing members of the union to uncover.” Complaint, ¶ 13, p. 2. The payment was noted where appropriate on the LM-2.

⁴ While the Complaint alleges that the payment to the President is listed as a salary in NYSNA’s LM-2, the official government instructions for filling the LM-2 states that the form should include “all

The Board minutes for that meeting reflect that the action was taken in consideration of the stipends provided to other state nursing leaders.

We also note that while the Complaint states that duties of the President “have not substantially (if at all)” changed from 2004-5 until now, it is undisputed - as reflected, for example, in the issues of the *New York Nurse*, the NYSNA web site, and elsewhere - that there has been a tremendous change over the last few years in NYSNA’s direction, philosophy, and goals. This has led to a major increase in membership and organizing efforts, comprehensive contract campaigns, safe staffing campaigns, greater and more sophisticated communications and outreach to community groups, and participation with labor and other groups in movements such as the fight against climate change.⁵ Ms. Sheridan-Gonzalez is and for the last several years has served as the President and leader of the organization that has so changed and whose activities have greatly expanded.

Thus, the Complaint itself and the referenced documents are insufficient to substantiate these allegations.

The Complaint also alleges that the refunding of \$12,000 to Ms. Sheridan-Gonzalez, which was disclosed as a “refund” in the most recent 2018-19 LM-2 filing,

salaries and other direct and indirect disbursements,” including listing under salary “disbursements for ‘lost time’ or time devoted to union activities.” In any event, such a listing in the LM-2 does not demonstrate that the President is in a staff position in violation of Article X, Section 2 of the Bylaws.

⁵ As the 2018 NYC Private Sector NYSNA Handbook-A Member’s Guide explained:

A new direction

For years NYSNA was not up to this challenge. Nursing managers and administrators dominated our organization’s leadership. Nationally, we were the largest member organization in the American Nurses Association, but they used our members’ dues to oppose nurse-to-patient ratio legislation. NYSNA officials even backed state proposals to shut down hospitals.

That all stopped in May 2012, when thousands of frontline caregivers came together to change the direction of our union. We eliminated outdated rules that prevented us from functioning as a real union. And we made winning safe staffing our number-one priority.

Since then we’ve transformed our union top-to-bottom. We’ve trained more than 1,000 member leaders, We’ve united members to fight and win strong contracts and made our voices heard across new York.

Handbook, p. 9.

was an illegal direct or indirect loan. Those bringing the Complaint submit no evidence in relation to this allegation other than the fact of the payment to and by Ms. Sheridan-Gonzalez and the information provided in the 2018-19 LM-2, which does not identify or describe this payment as a loan. Thus, the information and evidence submitted are insufficient to substantiate this allegation.

Based on these conclusions and the lack of evidence and information, there is no basis to issue charges or find a violation of the NYSNA Bylaws, the LMRDA or any labor law, or the NYS Not-for-Profit Corporation Law (“NPCL”).

All other allegations of the Complaint concerning Ms. Sheridan-Gonzalez are based on differences either about policy or the administration of NYSNA, which are not the basis for disciplinary charges, or are based on suspicion and/or conclusory statements or imputations of motive that are not sufficient to substantiate the allegations.

Having reached these conclusions based on the Complaint and the failure of the individuals who brought the Complaint to substantiate allegations, we also note the following:

In relation to the \$12,000 payment, there was correspondence between Ms. Sheridan-Gonzalez and John Barrett, NYSNA Director of Finance at the time of the payment. This correspondence reflects that Ms. Sheridan-Gonzalez did not request that this partial payment of the 2019 stipend be made in 2018 and did not in any way request a loan. This correspondence further demonstrates that when Ms. Sheridan-Gonzalez realized that the 2019 payment had been paid in 2018, she contacted Mr. Barrett and requested that the 2019 stipend be paid during 2019, and not earlier, and he then requested that she send a check made out to NYSNA in the relevant amount, and that the same amount (as partial payment of the 2019 stipend) be paid to Ms. Sheridan-Gonzalez in 2019. Those actions were taken and properly noted in the LM-2. There is also documentation that in 2018 the initial stipend payment for 2018 was made in January 2018, and not before.

2. Charges Against Pat Kane

A. Timeliness of Charges

The Complaint alleges that Pat Kane should be held accountable for the alleged pay and illegal loan to Ms. Sheridan-Gonzalez. The Complaint also alleges that Ms. Kane’s pay by NYSNA for 3 years as listed on the LM-2 was improper because allegedly the payment was too high and for undefined or non-existent work or in relation to her campaign for State Assembly, made in violation of the NYSNA Bylaws, and that her

leave from Staten Island University Hospital (“SIUH”) was allegedly pretextual because it was greater than a year, did not change from year to year, was reported differently from other listings on the LM-2.

As the complaint against Ms. Sheridan-Gonzalez regarding pay and an alleged loan are untimely, the complaint against Ms. Kane for allegedly signing off on Ms. Sheridan-Gonzalez’s pay and alleged loan are equally untimely. As the payments to Ms. Kane by NYSNA were reported on the LM-2s publicly filed on June 29, 2018 and June 21, 2019,⁶ all allegations related to these payments are untimely.

B. Insufficiency of Complaint

As we have found the allegations of the internal disciplinary Complaint against Ms. Sheridan-Gonzalez to be insufficient, the complaint against Ms. Kane for “signing off” on the payments in question is also insufficient.

We also find the complaint as to the payments by NYSNA to Ms. Kane to be insufficient. The allegations about her pay, work, and leave consist of suspicion and/or conclusory statements or imputations of motive that are not sufficient to substantiate the allegations made.

The Complaint alleges that the CBAs between NYSNA and Ms. Kane’s employer, SIUH, limits union leaves to one year and that multiple one-year leaves prove that the leaves are pretextual. We have reviewed the relevant provisions of those collective bargaining agreements. While the relevant CBAs between NYSNA and SIUH provide for a one-year leave, they do not limit the number of such leaves, and SIUH obviously agreed to these leaves. The fact that an individual is on union leave does not demonstrate that an individual is staff in violation of Article X, Section 2 of the NYSNA Bylaws.

Based on these conclusions, and the lack of evidence and information, there is no basis to issue charges or find a violation of the NYSNA Bylaws, the LMRDA or any labor law, or the NYS Not-for-Profit Corporation Law (“NPCL”).

All other allegations of the Complaint concerning Ms. Kane are based on differences either about policy or the administration of NYSNA, which are not the basis

⁶ With respect to the timeliness of the Complaint, we also note that the 2018 Democratic primary for State Assembly in Staten Island in which Ms. Kane was involved was on September 13, 2018, and the general election was on November 6, 2018.

for disciplinary charges, or are based on suspicion and/or conclusory statements or imputations of motive that are not sufficient to substantiate the allegations.

Having reached these conclusions based on the Complaint and the failure of the individuals who brought the Complaint to substantiate allegations, we also note the following:

There is correspondence from NYSNA to SIUH confirming that NYSNA notified SIUH of three Association union leaves for Ms. Kane, and consistent with these requests and the CBAs, Ms. Kane remained an employee of SIUH, not NYSNA. There are also memos and worksheets from NYSNA's Finance Department demonstrating that Ms. Kane's payment was calculated by NYSNA, not Ms. Kane, that the calculation was made by examining Ms. Kane's last pay stub, and by establishing a per pay period amount, and thereafter calculating a yearly amount based on the pay period amount which would compensate Ms. Kane for a loss of full annual compensation from SIUH.

If, as alleged in the Complaint (Complaint, ¶ 28), Ms. Kane did not request that the payment be adjusted each year for the 3% raises received under the SIUH contract, thereby limiting payments by NYSNA to her, that certainly does not constitute a basis for disciplinary charges.

Again, please be advised that if you choose to submit a request to appeal this decision, it should be submitted to Treasurer Nancy Hagans in accordance with Section II (C) and (VI) (B) (1) of the Internal Disciplinary Complaints and Charges Policy.

Sincerely,

Nancy Hagans
Treasurer

Cc: Anthony Ciampa, First Vice President
Karine Raymond, Second Vice President
Tracey Kavanagh, Secretary
Judy Sheridan-Gonzalez, Charged Member
Patricia Kane, Charged Member