



CSEA PRESIDENT WILLIAM L. McGOWAN discusses tentative contract during press conference this week in Albany. CSEA counsel and chief negotiator James W. Roemer is behind McGowan, and the state's chief negotiator, GOER Director Thomas F. Hartnett, is at right.

# The Public SECTOR

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## CSEA

# HEFTY GAINS IN NEW STATE PACT

ALBANY — After four months of hard bargaining and just hours before the deadline, CSEA and the State of New York reached agreement March 31 on a new three-year contract with major salary increases and no givebacks.

In a news conference held the following day, CSEA President William L. McGowan declared "Our negotiating team worked hard and stayed together and we ended with a good contract."

The settlement awards salary increases of 5 percent this year, 5.5 percent in 1986 and 6 percent in 1987. They compound to 17.5 percent over the life of the contract.

Longevity payments were maintained for most career employees while newer workers would continue to receive increments until reaching the top of their salary schedule.

(Continued on Page 14)

## RATIFICATION PROCESS

ALBANY — When CSEA and State negotiators reached tentative agreement the evening of March 31, it signaled an end to talks which had continued since December. But it also signaled the beginning of the contract ratification process, which is expected to take at least six weeks to complete.

Plans for ratification began taking shape within hours of the teams' handshake, and CSEA staff immediately began to prepare contract information which must be sent to each CSEA member in the Administrative, Institutional and Operational services bargaining units.

The union's by-laws, for example, mandate that

all members receive copies of the newly-negotiated agreement prior to ratification. So, as in the past, plans call for printing full contract language, in tabloid newspaper form, and mailing the texts directly to members in each bargaining unit.

Fact sheets summarizing changes in each contract will also be widely distributed, both by direct mailings and at informational meetings.

To give members an opportunity to hear explanation of contract changes and to ask questions, informational meetings will be held throughout the state. Sessions will be held at convenient locations in each of the six CSEA Regions the week

(Continued on Page 17)

## CONTRACT DETAILS—Pages 9-19

Contract information meetings will be held in all regions between April 22-26. See meetings schedule on page 17.

### Election reminder

ALBANY — April 15 is the deadline by which nominating petitions must be received at CSEA's Albany headquarters in connection with the spring's election of statewide union officers.

Balloting in the election for president, executive vice president, secretary and treasurer will begin May 15 and votes will be tallied June 13.

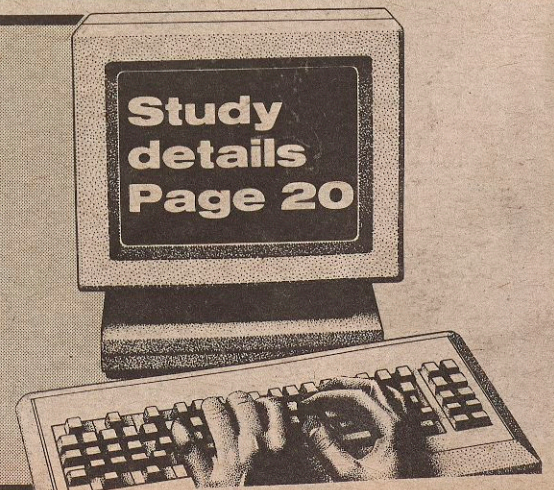
Only CSEA members in good standing will be eligible to vote in the election. Ballots will be mailed according to membership records available as of April 1.

ALBANY — Jim Corcoran, CSEA's director of safety and health, considers a recently completed landmark VDT study among more than 900 state Motor Vehicles and Tax and Finance employees "a step in the right direction."

"Whole new issues are arising with the introduction of new technologies and we have to be mindful of their impact on the people we represent."

Corcoran notes that survey results apply only to the departments studied and cautions that "generalizations relevant to other VDT workplaces must await additional study and research."

For details of the survey results, see page 20.





# Big back pay for former Poughkeepsie worker

POUGHKEEPSIE — A former city of Poughkeepsie employee is \$13,000 richer thanks to CSEA.

Following a two-year court battle, Janice Mielich recently received back pay which she was granted originally in a PERB ruling in February 1983. The PERB decision, which included reinstatement as well as back pay, resulted from a challenge made by Mielich after her layoff in January 1981.

According to Region III Field Representative John Deyo, Mielich, a nine-and-one-half-year employee, argued that she had been improperly laid off by the city when it made budget cuts in 1981. She held that she was not a provisional employee as the city had claimed. Instead, because she had taken a promotional exam for her position as record clerk, she contended she should have been made a permanent employee.

The PERB arbitrator agreed, stating in the ruling that Mielich "had no reason to believe that she was anything other than permanent." Furthermore, "Mielich should have been made a permanent employee and not be subject to such a layoff," according to the ruling.

Mielich refused the offer of reinstatement because while she was wait-

ing for her case to be settled, she was offered a position with the town of Hyde Park where she currently works.

Deyo noted that if the city had not appealed the decision in 1983 and reimbursed Mielich at that time, taxpayers would have been saved over \$3,000, not including court costs.

CSEA Attorney Thomas Mahar explained that the \$13,000 settlement reflected monies Mielich lost while she was laid off.

Mielich is thankful for CSEA's perseverance on her behalf.

"This case went on for four years," she noted. "I'm very grateful that Mr. Mahar kept going, even through the appeals. It was good to have CSEA on my side."

*'This case went on for four years. It was good to have CSEA on my side.'*

## Fear sparked by firing of guard in state job office

NEWBURGH — The firing of a security guard in the state Job Service Office in the city of Newburgh could cause some serious safety problems there, according to a CSEA representative.

And workers in the office which handles job searches and unemployment

### Ulster County way of figuring service time ruled in error

KINGSTON — Does an approved maternity leave constitute a break in continuous service?

Ulster County officials thought so when they denied a 10-year longevity payment to CSEA employee Deborah DeAngelo.

But according to the recent ruling of an arbitrator on the case, the county was wrong in its action. In fact, because of the decision county timekeepers will be spending a lot of their time in the next few weeks readjusting service time not only for DeAngelo, but for many other employees.

In the course of DeAngelo's case, it was discovered that Ulster County had made a practice of adjusting service time every time an employee took approved leave.

Misinterpreting the meaning of continuous service under a vacation clause in the last contract, the county had proceeded to recalculate service time—excluding approved leave—for entitlement to longevity benefits, even though there were no discussions with the union on the subject.

The arbitrator pointed out that while the present contract language "sheds no light on the definition of continuous employment," a 1977-79 contract clarified that approved leave time should be included as part of service time.

The arbitrator emphasized that changes in the longevity clause in the 1980-82 agreement did not affect the "element of continuous service."

insurance are expressing fears that budget cuts that forced the termination of the guard will mean a return to vandalism and violence directed at the staff.

In a letter to the Department of Labor, Region III Field Representative Felice "Flip" Amodio said: "The assignment of security on-site for the last few years was a relief, to say the least, for the employees there."

"The numerous incidents through the years and the disarray they caused were finally resolved tremendously when the N.Y.S. Department of Labor realized the problems. Grievances, meetings, telephone calls and labor/management discussions resulted in the placement of security on-site."

Amodio emphasized that once the guard was hired about four years ago, problems in the office stopped.

"The withdrawal of security is a slap in the face to the employees," says Amodio. "The decision is improper, inappropriate and ill-timed. Under the guise of economy, it sums up the penny-wise and dollar-foolish philosophy."

## Candidates for statewide CSEA office to speak in Region VI

MAYVILLE — Announced candidates for statewide CSEA office have been invited to speak at a session co-sponsored by six western New York locals.

The forum will be at the White Inn, E. Main Street, Fredonia, on April 17 at 8 p.m.

Sponsoring the meeting are: Local 400, J. N. Adam Developmental Center; 408, Gowanda Psychiatric Center; 509, DOT-Mayville; 607, SUNY Fredonia; 627, Fredonia FSA; and 807, Chautauqua County.

The meeting is open to all CSEA members.



## Board of Directors

## Meeting highlights

**EDITOR'S NOTE:** The Public Sector regularly publishes a summary of actions taken by CSEA's Statewide Board of Directors at the Board's official meetings. This summary is prepared for the information of union members.

By Irene Carr

CSEA Statewide Secretary

ALBANY — The 1985 statewide officer election schedule, the audit report, and preparation of the new headquarters building were among matters addressed by the statewide Board of Directors at their Feb. 21 meeting.

On recommendation of the Local Government Executive Committee, appointments were made to fill vacancies on several committees. Appointments included John McAlonan to the Directors' Budget Committee, Candy Saxon to the Personnel Committee, and Janice Schaff-McGuinness to the Public Sector Committee.

Plans were announced to hold the 1986 Local Government Workshop at the Nevele in the Catskills. (The 1985 event is set for Albany, June 7-9.) The Special Audit Committee report was accepted. Details of the audit were published in a recent edition of The Public Sector. The accounting firm of Coopers &

Lybrand were selected to perform the CSEA audit for the fiscal year ending Sept. 30, 1985.

The Budget Committee reported revisions in the FY 1986 budget, and the Board approved an increase in the line item Representation/Challenges from \$50,000 to \$150,000.

Three actions were taken upon recommendation of the Charter Committee. Environmental Facilities Corporation Local 065 was dissolved; a new local was created at St. Lawrence University; and contingent upon the state Legislature abolishing Utica and Marcy psychiatric centers, the charters of Utica PC Local 425 and Marcy PC Local 414 will be dissolved, and to represent those members, a new local will be created, to be called Mohawk Valley Psychiatric Center Local.

The Public Sector Committee recommended that all candidates for statewide office be limited to a 500-word statement in the union publication.

Acting on the report of the Statewide Election Procedures Committee, the Board approved the 1985 election schedule for statewide offices, accepted the bid from the Independent Election Corporation of America to conduct the balloting, and approved the recommended ballot validation process.

The Board approved a recommendation from the

newly-appointed chairman of the Membership Committee, Frank Zammiello, that the \$5 incentive payments made for signing up a new member in a non-agency shop local or unit be paid only to a member of a duly appointed membership committee where there is an active campaign in effect as defined by CSEA's Membership Department.

Two new representatives from Region II — Harold Robertson and Vincent Martiusciello — were named to the Statewide Political Action Committee. They will replace Tina Packer and Adele Brokove.

Several items were approved based on the report of the Office Space/Building Task Force. President McGowan was authorized to contract with Telecom Plus for purchase and installation of the telephone system in the new headquarters building. The Board also authorized a capital expenditures line of \$450,000; plans call for replacement of most furniture and furnishings now used in the 33 Elk Street location.

Questions by CSEA members concerning the union's Board of Directors should be directed to that member's Board Representative, Local President, or to the Office of the Statewide Secretary. Copies of the Secretary's Board minutes are mailed to all Board Representatives and Local Presidents.





STUDENTS STRIKE OUT — Part of the HVCC student body that joined the CSEA-FSA picket line.

# College learns lesson as student body backs strike

TROY—"We want our family back!"

That slogan echoed the sentiment of more than 100 college students who joined forces with CSEA, marching in a strike recently against Hudson Valley Community College.

The six-day strike, involving 23 private sector members of the CSEA-Faculty Student Association (FSA) Unit, was a reaction to anti-union, anti-employee actions of the FSA management. The walkout was triggered by the firing of the unit president from his job as a security guard and management's threat to contract out 15 food service positions to a private firm.

Moved by the depth of support demonstrated by students and CSEA for the unit, FSA management and the college administration were persuaded towards a speedy settlement.

The agreement, ratified by the unit by a vote of 18 to 1, includes:

- A one-year moratorium on the contracting-out of food service during which time both CSEA and FSA will bring in consultants to study the current

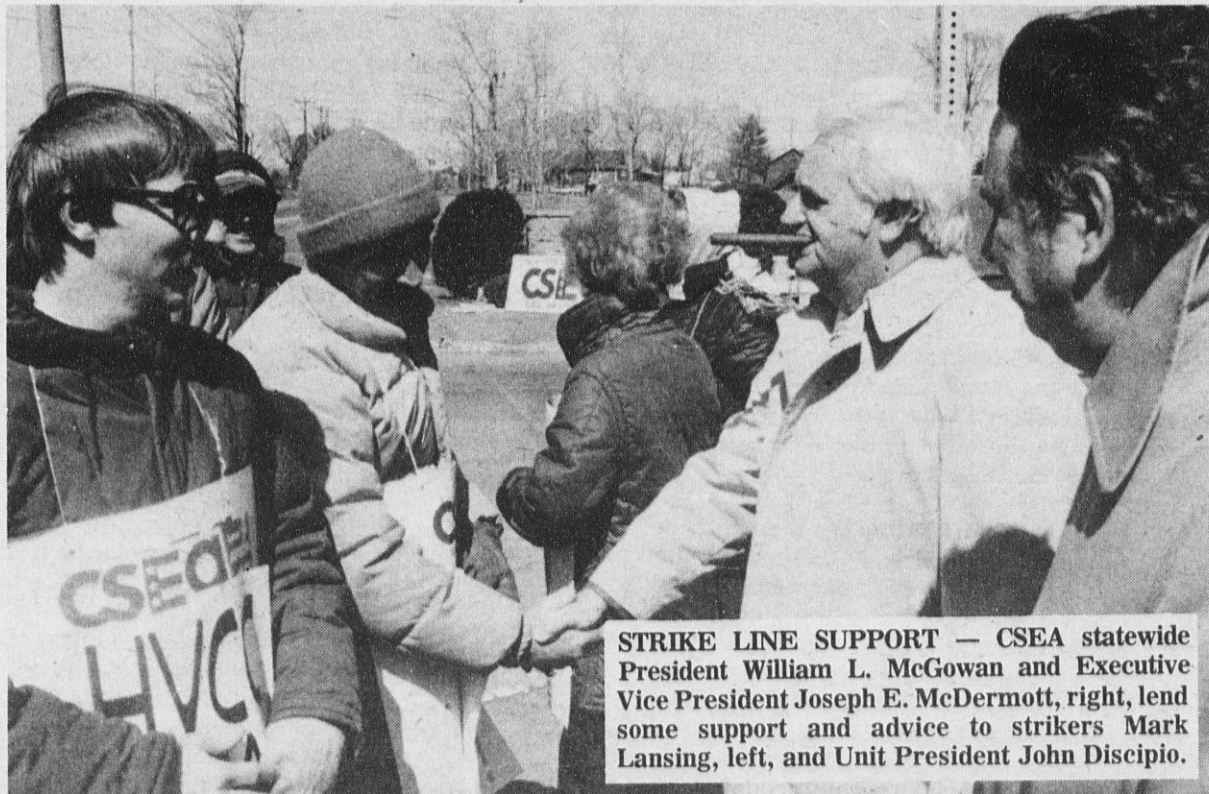
operation and recommend various ways of making the operation more profitable.

- Extension of the current contract, which was supposed to expire Aug. 31, for one year with a wage opener.

- A streamlined grievance procedure for food service workers, included especially for those who feared harassment and intimidation upon their return to work.

- Reinstatement of Unit President John Discipio. His security position, the only one assigned in the campus center building, will be reviewed by a nationally recognized campus security organization next fall to determine its need.

"We have a year of peace, now," said CSEA Field Representative Aaron Wagner. "The strike settlement, combined with the current contract language, provides a framework for a new relationship. It's a new beginning for labor and management at HVCC."



STRIKE LINE SUPPORT — CSEA statewide President William L. McGowan and Executive Vice President Joseph E. McDermott, right, lend some support and advice to strikers Mark Lansing, left, and Unit President John Discipio.



OUTDOOR NEGOTIATIONS — HVCC Vice President of Administration Mark Silvestri takes a last puff on a cigarette before entering into strike settlement negotiations with CSEA Field Representative Aaron Wagner, CSEA-FSA Unit Vice President Jim Ryan and Wayne Gordon, food service worker.



# Public SECTOR

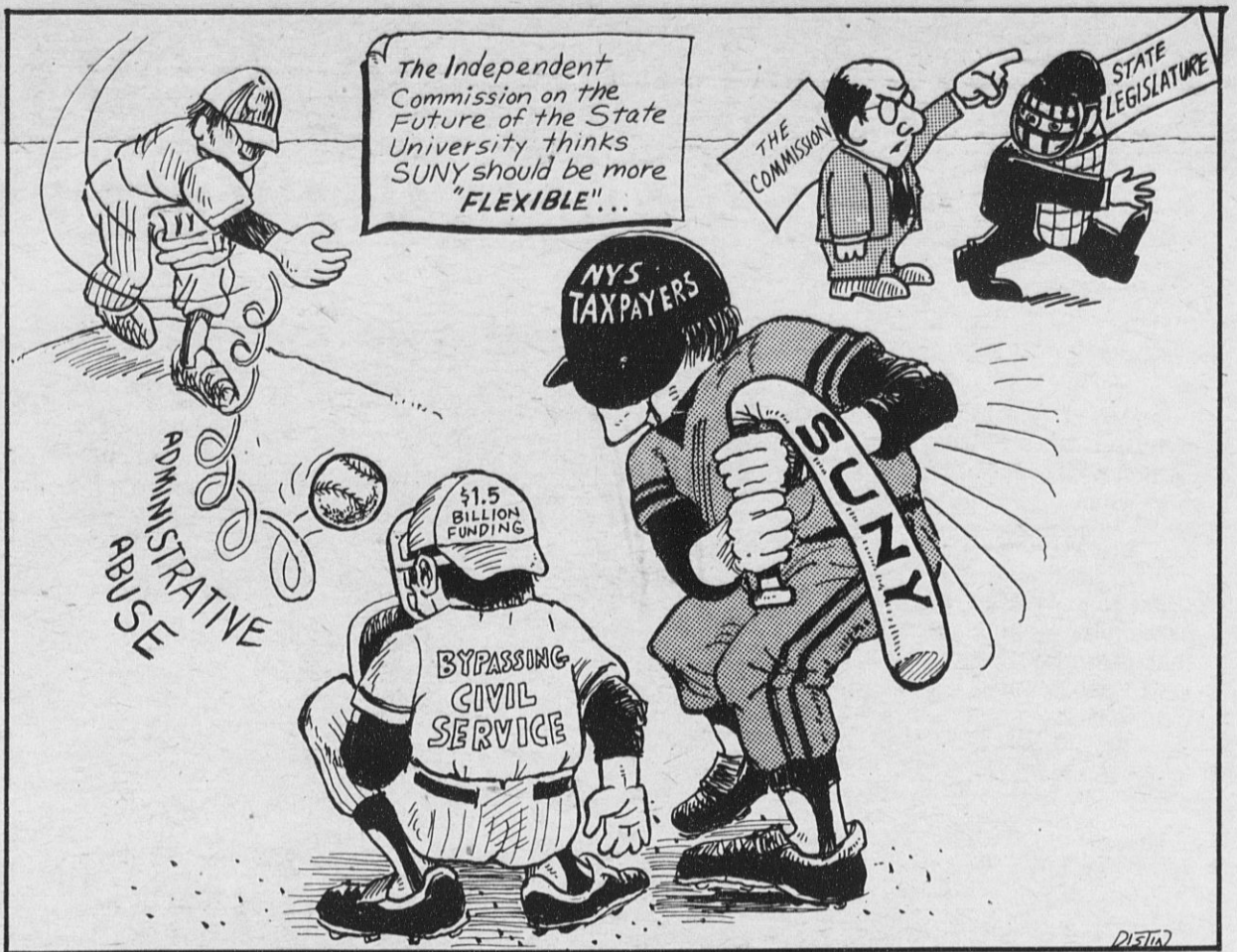
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**MICHAEL P. MORAN** — PUBLISHER  
**ROGER A. COLE** — Editor  
**TINA LINGER FIRST** — Associate Editor  
**BRIAN K. BAKER** — Assistant Editor

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 February 1985

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## Will You Be Busy On April 15?



Tommy Hearn and Marvin Hagler will be busy on April 15th... so they're filing their income tax returns early. Shouldn't you? You'll be less likely to over-look deductions—or make last-minute mistakes. And if you have a refund coming you'll get it faster. **File now!**

### **Attention State Employees!** **If you recently . . .**

- returned from leave
  - were promoted
  - moved into another unit
  - moved into another agency
- . . . notify your payroll dept. to keep your CSEA membership!**

## ~~~~~ JOB OPENING ~~~~~

The Labor Education Department (LEAP) of the Civil Service Employees Assn. is seeking a microcomputer operator/programmer.

Candidates for the vacancy must have experience in high speed microcomputers and prior programming background with a working knowledge of d Base II.

In addition, a Bachelor of Arts degree in a related field, or a high school diploma and three years of responsible experience in the field is required.

Qualified candidates should submit a resume and salary history, no later than April 8, to Personnel Office, P.O. Box 7125, Capitol Station, Albany, N.Y. 12224.



# Union puts squeeze on Orangetown

## Members juicing up in all-out campaign for a contract

ORANGETOWN — As town officials here picked up whopping pay increases of up to 25 percent, CSEA members were still pushing for a meager 7 percent plus increments more than a year after their last contract ended.

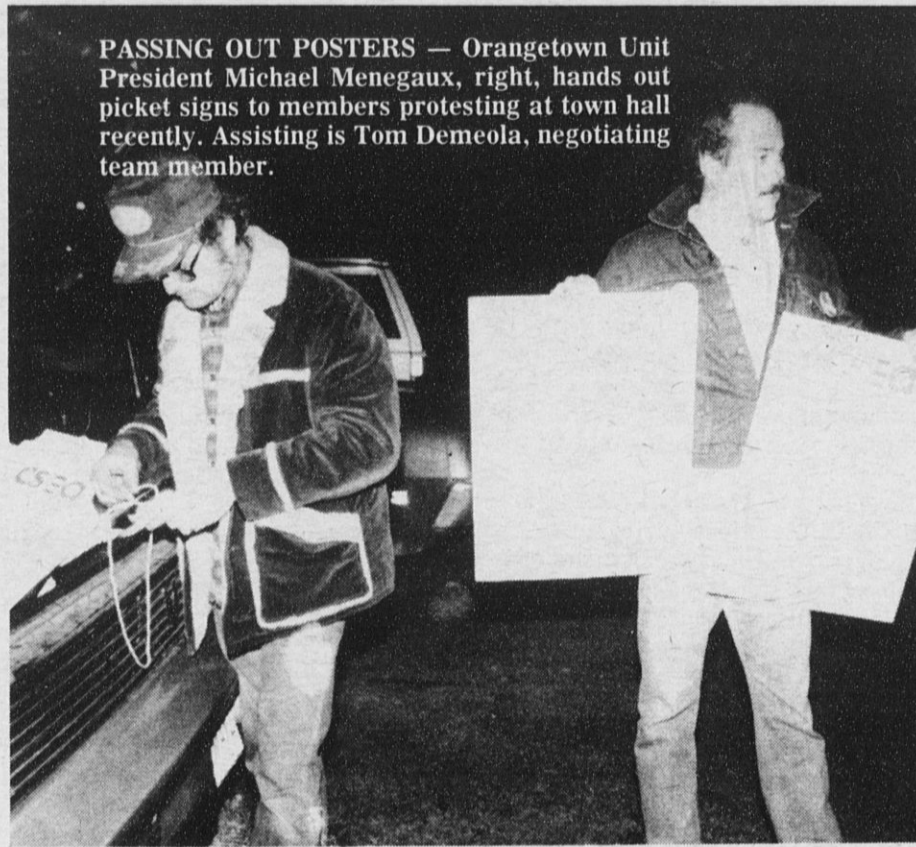
The recent salary hikes of 10 to 25 percent for officials was an outrage that prompted members of Rockland County Local 844 to launch a letter writing campaign to get a public hearing in a last-ditch attempt to settle the contract.

Employees are decrying the fact that they have been unable to get any kind of raise while the town supervisor, clerk, and council members have received pay boosts of 11, 10.5 and 25 percent, respectively.

But unit members aren't putting the whole blame on town officials. They say that one of the biggest obstacles to reaching an agreement is the town's law firm which has done nothing to expedite matters.

Town workers have been without a contract since Dec. 31, 1983, a situation which has sunk morale to an all-time low, according to Collective Bargaining Specialist Joseph O'Connor. Contract negotiations which began in November of that year, ended in April 1984 in an impasse that remains unbroken despite a number of unsuccessful mediation sessions.

Last July, a fact finder was called in. The report, issued in November, called for ratification of a two-year pact that granted 7 percent in salary increases per year, inclusive of increments. The union negotiating



**PASSING OUT POSTERS** — Orangetown Unit President Michael Menegaux, right, hands out picket signs to members protesting at town hall recently. Assisting is Tom Demeola, negotiating team member.

### Town officials got raises of up to 25 percent. Union members, nothing.

team accepted the report with one exception: it wanted the 7 percent exclusive of increments.

"The negotiating team takes the position that salary increases should be exclusive of increments which have already been paid to the em-

ployees," says Local 844 President Frank Bosco.

Town officials never responded to the fact finder's report in any official way. Because of the town's inaction, CSEA called for a public hearing to try to settle the dispute.

The meeting was set after O'Con-

nor told Town Supervisor Joseph Colello in a letter dated Feb. 28 that, according to law, he must respond to the report.

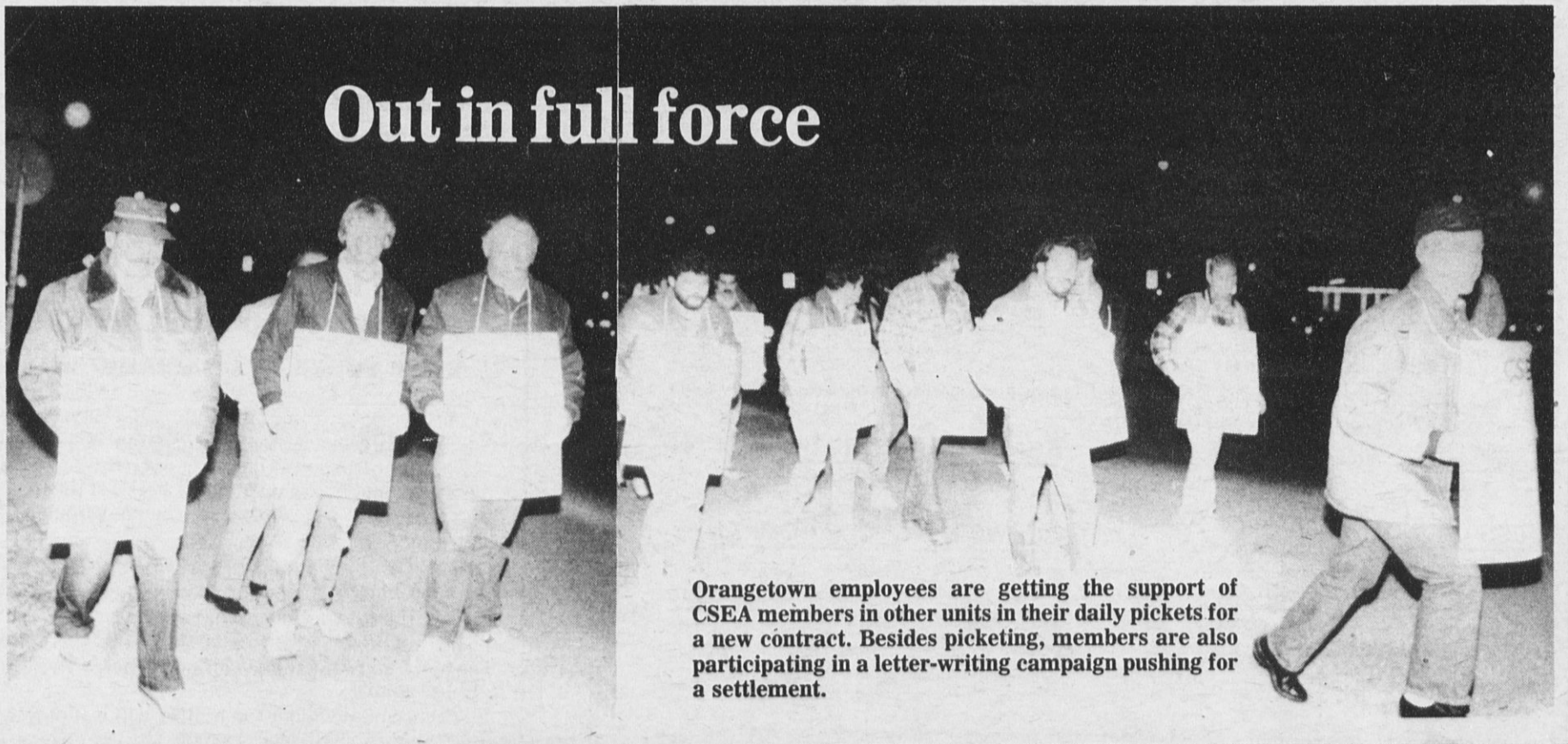
Under Section 209 (e) of the Civil Service law, a hearing must be held by an appropriate legislative body when a public employer does not accept the recommendations of a fact finder. The hearing has been set by the town for April 8 in the Orangetown Town Hall.

Meanwhile, the morale of the employees is deteriorating, says Unit President Michael Menegaux. But Bosco notes members of other units in Local 844 are helping improve spirits by their support. "Although the morale is slightly depressed because they have been without a contract for so long, there seems to be a spirit coming from the rank and file since they are demonstrating together," Bosco said.

Bosco has been critical of the law firm which is handling negotiations for the town, saying that it appears to be working against a settlement all along. In January, the town supervisor indicated a desire to settle the contract, according to Bosco. But, he says, the attorney, "who is being paid thousands of dollars of taxpayer money to negotiate the contract," appears to be disinclined toward settlement.

"The firm's position at the bargaining table has not been in the best interest of the town or the public employees who have consistently delivered quality service despite the lack of consideration by the town," said Bosco.

### Out in full force



Orangetown employees are getting the support of CSEA members in other units in their daily pickets for a new contract. Besides picketing, members are also participating in a letter-writing campaign pushing for a settlement.



# Pass day plan at Hudson River Psych. unfair, counterproductive, members charge

**'Imagine working here for 15 or 20 years and suddenly finding out that you're never going to have weekends off as long as you work here?'**

**POUGHKEEPSIE** — Employees at the Hudson River Psychiatric Center here say they are frustrated and disgusted with a change in the long-standing pass day policy regarding weekends off.

For the past few years, facility officials have given most in-patient care staff every other weekend off. But a recent edict from the administration now mandates bidding for pass days.

Officers and employees at the facility, who are members of CSEA Local 410, charge that favoritism is rampant and the system is causing more problems than it is solving.

Local Grievance Chairman Ralph Rose says he is ready to start filing grievances once the new policy officially goes into effect April 11.

"The officers of this local are willing to stand behind every member to fight this," Rose said. "We offered to help set up a fair and equitable schedule with the administration but they refused to listen to us."

In detailing inequities in the new system, Local President Tony Cassulli told of one instance where a worker who had seniority on his ward requested certain pass days and was told he would get them only if he transferred to another ward.

According to Cassulli, this has a negative ripple effect, causing another worker to lose his pass days to the more senior employee when he comes to the ward. In addition, both wards are disrupted.

Local Secretary Debbie Brown said another problem with the bidding procedure is that employees' second and third choices are not considered in the schedule, even though those pass days may be available.

According to union officials, the bidding procedure was implemented to avoid overtime costs — a violation of the union contract.

In addition, CSEA officers say the union has had little input, as was promised by faculty officials.

"If the employees are unhappy, the morale deteriorates," said Cassulli. "Eventually, the patients suffer, as do the employees. I don't see how this will benefit anyone."

Local officers also object to the fact that the seniority bidding is not uniform throughout the facility, with each ward implementing its own plan.

Local Vice President Marge Harrison said on one ward, not one therapy aide is getting a weekend off, while on other wards, registered nurses and recreation therapists have every other weekend off — "proving once again that therapy aides are seriously understaffed," said Judy Watt, a local grievance committee member.

Commented Region III Field Representative John Deyo: "It seems that the hands-on patient care employees who are doing the most are getting the least — and now they're taking that away too."

## IRA payroll deduction available

CSEA members in the three state bargaining units (Administrative, Operational and Institutional), as well as CSEA-represented employees in the Office of Court Administration (OCA) are reminded that they may take advantage of automatic payroll deduction to set up an Individual Retirement Account (IRA).

An IRA is a tax-deferred investment plan which allows individuals to save a portion of their income for retirement while legally sheltering income from taxes.

CSEA negotiated IRA payroll deduction with the state in 1983. Three vendors, who represent the three major types of IRAs — a bank, insurance company and investment firm that manages mutual funds — are offering the retirement plans.

For more information, State Division and OCA employees should fill out and mail the coupon below to: CSEA-IRA, P.O. Box 7125, Albany, N.Y. 12224.

## Arbitrator says DMV is guilty of some sloppy work

**NEW YORK** — The state Department of Motor Vehicles said Examiner Riccardo Suggs was incompetent, and tried to fire him. But an arbitrator has ruled that it is DMV that is guilty of sloppy work instead.

As a result, with CSEA's help, Suggs has been cleared of any wrongdoing and reinstated to his position with full back pay.

The state had terminated the 10-year veteran of state service, claiming that on several occasions he had approved taxi registrations without proof of insurance. But the arbitrator took DMV to task over its sloppy and unreliable procedures for double-checking filings.

The arbitrator also indicated that DMV had failed to review a number of possibilities that were beyond Suggs' control, and did not question the examiner or seek any explanations about the situation from him.

## Lag payroll proposal fought in Greenburgh

**GREENBURGH** — "On March 14, you will receive one week's pay instead of the usual two week's pay in order that we may institute a lag payroll."

That, in essence, was the content of a note that CSEA employees in the Town of Greenburgh found in their paychecks on Feb. 7.

As a result, CSEA Attorney Arthur Grae recently filed a demand for an arbitrator to resolve the situation. Grae, who said management claimed a lag payroll would alleviate bookkeeping problems, pointed out that the action is a clear violation of the union contract which specifically states that "employees shall be paid bi-weekly for work performed in the preceding two weeks."

Grae said he hopes the matter will be heard by an arbitrator as soon as possible.

CSEA-IRA  
P.O. Box 7125  
Albany, NY 12224

Please send me information on the Individual Retirement Account (IRA) programs now being made available to me through payroll deduction. I am a state employee in the ASU, ISU, OSU or OCA bargaining unit.

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NAME: \_\_\_\_\_

Home Address: \_\_\_\_\_

Place of Employment: \_\_\_\_\_





Dorothy Wilson:  
"Lots of changes."

## Chalking up 40 years in school, this senior's one for the book

WARWICK—Remember when boys wore their hair short and girls wore their skirts long? Even back before they started calling it the "retro look"?

Dorothy Wilson does. In fact, she's been an employee of the Warwick Valley Central School District for so long, that she's seen trends among students go full circle—and then around again.

A secretary now to the superintendent, Wilson will mark 40 years as an employee of the district next year. And the changes she has seen could fill a history book.

Wilson says she recalls once that a teacher was fired for wearing her dress up to her knees. Now, she notes, girls are back to wearing mini-skirts like in the '60s and blue jeans are standard gear for the boys. Unheard of in 1946 when Wilson began working.

"In fact," she says, "we have one young lady who dresses like Cyndi Lauper." (Lauper is a popular rock star who wears yellow and orange dyed hair and clothing from flea markets.)

One thing that never changes, though, is Wilson's joy in seeing second and third generation students coming to the school, especially as teachers and school board members.

When they do come back as members of the board, for instance, she finds they often take more of an interest in education than when they were students themselves.

"People seem to care more now. They're more interested in the education their children are getting."

For Wilson personally, one of the most positive changes in the past few years has been the unionization of non-instructional employees. CSEA has made a big difference for her and other workers, she says.

"We're making more money and getting better benefits now," she said.

Wilson said that despite the good relationship Warwick workers have with the superintendent, they feel fortunate to have an advocate in the union.

**'We're getting more and better benefits now.'**

## Safety seminar slated in Region II

NEW YORK CITY—If you're at work, you're at risk.

Going ahead on that premise, Region II has announced plans for an Occupational Safety and Health conference to stress member involvement for well-being at the worksite.

Regardless of the work you do, there are potential hazards in your surroundings. It may be eyestrain from excessive VDT use or it may be the presence of toxic chemicals that you don't even know about. But there are ways that you can identify the possible dangers and correct them.

OSH specialists Ken Brotherton from Region I and Linda Siccardi from Region II are among several guest speakers scheduled to speak at the meeting. Topics to be covered include: crisis intervention in mental health; office hazards; fire and evacuation safety; and workers' compensation.

The program is slated for April 13 at Region II Headquarters, 11 Broadway in Manhattan. It is open to all CSEA members, but seating is limited so members are urged to reserve a place. Contact your safety committee chairperson or local president for details.

## Black labor showcased

RITA MAGAZINE, grievance representative for New York City Local 010, shows off a display honoring Black History Month, which featured a number of CSEA members. The display, set up by the state Labor Department, was first exhibited at New York's State Office Building where it was photographed. The display showcased the varied careers of black CSEA worker and other unionists.





# Abuse-proof your children

Presented as a public service by CSEA and AFSCME

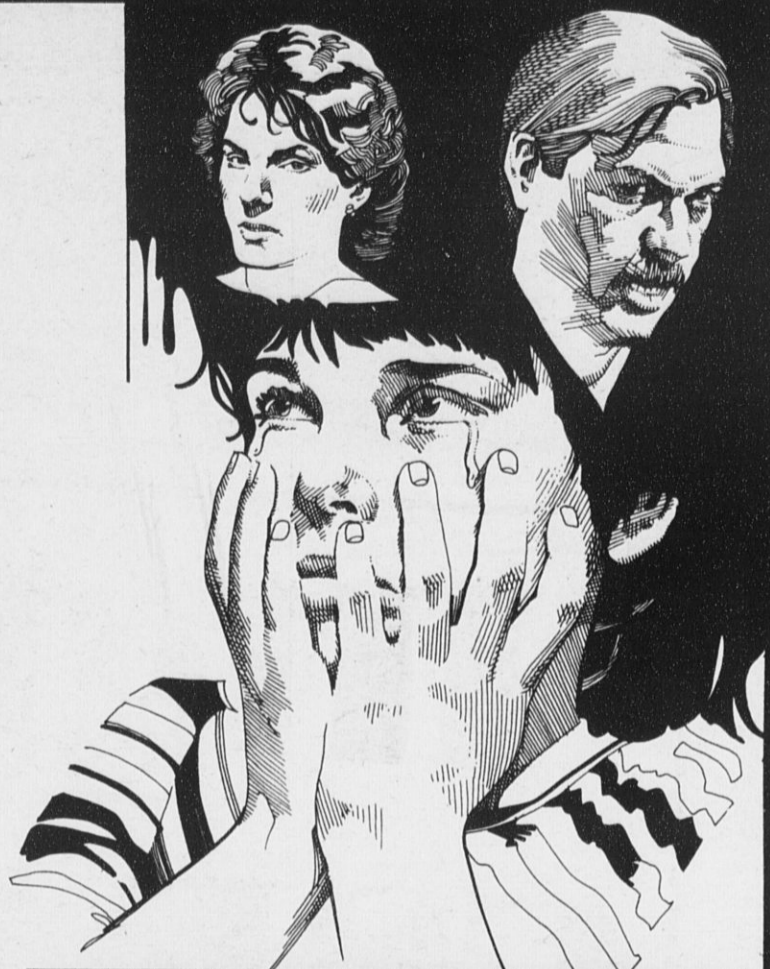
Because of the nature of the jobs of many CSEA and AFSCME members, they often witness firsthand the devastating effects of child abuse.

As a result, CSEA and AFSCME are promoting child abuse prevention efforts.

April has been designated as National Child Abuse Prevention Month. Throughout the month, the news media will be publicizing startling national statistics on child abuse.

In announcing a nationwide effort on child abuse prevention, AFSCME President Gerald W. McEntee said, "Let's all do our share to prevent child abuse. If through our efforts we can prevent one child from being abused, we've accomplished an important deed."

To that end, we are publishing the adjacent material which is designed to help protect children from abuse.



## TIPS TO PROTECT YOUR CHILDREN

### TEACH THEM TO:

- Not let anyone know when they are home alone
- Never go anywhere with anyone—even a friend—without permission
- "Buddy up" and go in pairs to the park or the store
- Tell you when any adult asks him or her to "keep a secret," asks too many questions or wants to give a gift or take his/her picture.
- Understand that strangers are people they don't know very well, not people they have never seen. Although they see them every day on their way to school or in the grocery market, they can still be strangers.
- Know how to use a telephone, and how to call an operator.
- Know their full name, phone number and address, including the state.

**CHILD FIND'S TOLL-FREE NUMBER:**

**(800) 431-5005**

**A telephone number missing children may use, or people with leads about missing children can call**

## CHECKLIST

KEEP THE FOLLOWING INFORMATION ON YOUR CHILD—CURRENT AND EASY TO FIND

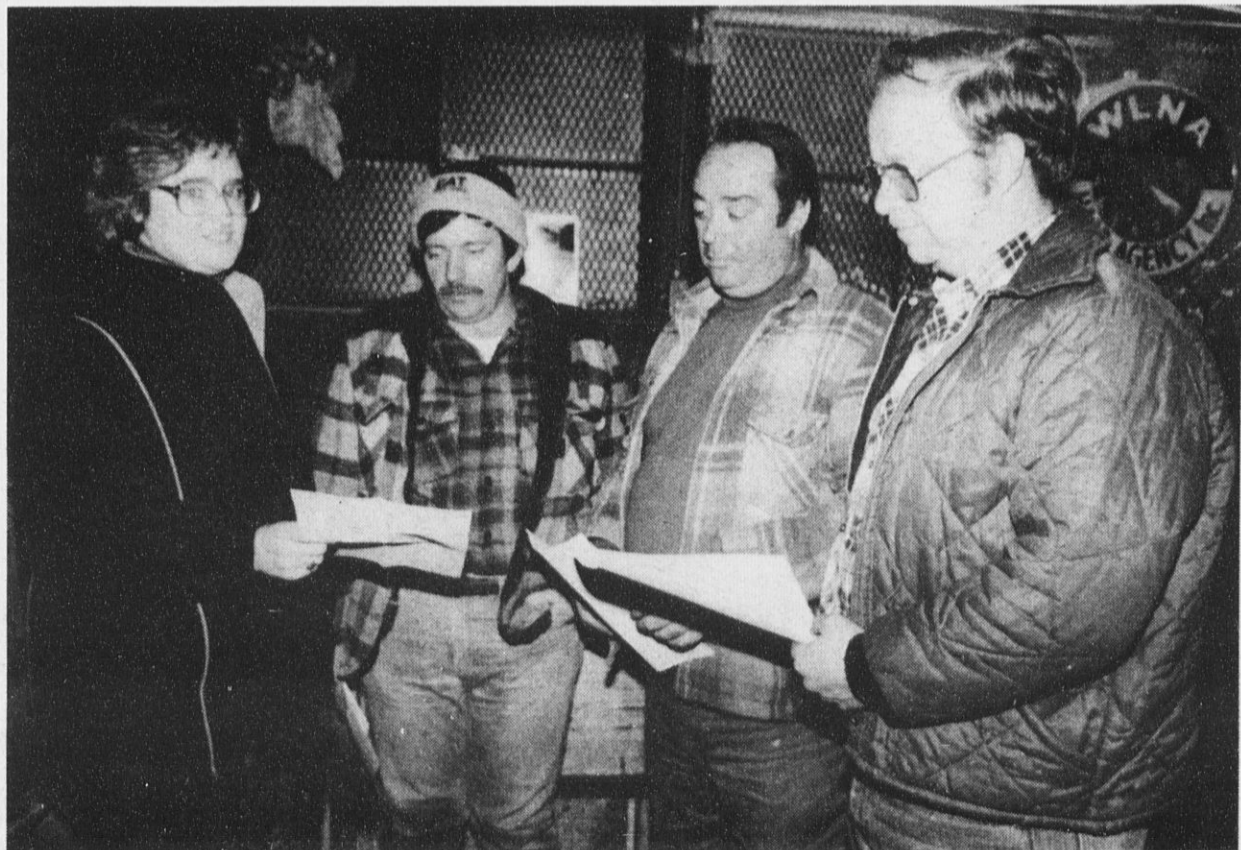
- |  |   |
|--|---|
| a) A social security number                            | g) Height of child (dated)  |
| b) A copy of your child's fingerprints and palm prints | h) Weight of child (dated)  |
| c) All dental records                                  | i) Record of all scars, birthmarks, or other identifying features   |
| d) All medical records                                 | j) Frequent pictures or videotapes of child   |
| e) A lock of hair                                      | k) Have social security number and/or names marked in items child always has in possession, i.e., eyeglasses. |
| f) Record of child's blood type                        |   |

## Phillipstown town employees say yes to a new contract

PHILLIPSTOWN — Putnam County Local 840 members in the Town of Phillipstown unit have ratified a new three-year contract. The new agreement provides for 50 cents per hour wage increases in each year, as well as a new dental plan. The wage increases amount to about 6 percent each year.

Regional Director Diane Campion, who negotiated the contract as a field representative, said the new contract also gives eligible workers an extended period of time to apply for a clothing allowance, and clarifies that employees may not be called back to work during approved vacations.

**CONTRACT RATIFIED** — Members of the Town of Phillipstown CSEA Unit negotiating team look over their new three-year contract. From left are CSEA Region III Director Diane Campion, Ron Van Tassel, Francis W. Colbert and Unit President George Hyatt.







**Highlights  
CSEA/State  
tentative  
agreement**

**Pages 10-19**



**COALITION CONTRACT GENERAL HIGHLIGHTS**

**COMPENSATION  
General Salary Increase**

**First Year** Effective for work performed during the first payroll period commencing in June of 1985, a 5 percent across-the-board increase added to base pay and the salary schedule in effect on March 31, 1985.

Because the effective date of the first year 5 percent across-the-board salary increase is in June of 1985 rather than April of 1985, the amount of in-pocket money produced in the first year of the contract is 4 percent.

**Second Year** Effective that payroll period the first day of which is closest to April 1, 1986, a 5.5 percent across-the-board salary increase added to base pay and the salary schedule in effect on March 31, 1986.

**Third Year** Effective that payroll period the first day of which is closest to April 1, 1987, a 6 percent across-the-board salary increase added to base pay and the salary schedule in effect on March 31, 1987.

**Salary Schedule**

**First Year:** Each step of the salary schedule in effect on March 31, 1985, will be increased by 5 percent. An additional step will be added to the schedule as the hiring rate, which is the hiring rate contained on the current schedule without being increased by the 5 percent upward salary adjustment. The hiring rate will only apply to new employees and will increase the time required for such employees to reach their job rate by one year compared to the time required for present employees to reach the job rate of their grades. The addition of this new step in the salary schedule will not affect the size of the increment for each grade and will have no effect whatsoever on the salary to be received by a current employee.

**Second Year:** The 5.5 percent across-the-board salary increase will be incorporated into each step of the salary schedule which is in effect on March 31, 1986.

**Third Year:** The 6 percent across-the-board salary increase will be incorporated into each step of the salary schedule in effect on March 31, 1987. In addition, two longevity steps will be added and incorporated into the salary schedule at \$750 and \$1,500 above the job rate, respectively. In other words, the job rate of any grade plus \$750 is equal to the first longevity step of the grade; and, the job rate of the grade plus \$1,500 is equal to the second longevity step of each salary grade. The longevity increments are \$750 for each grade rather than being equal to the increment of the grade used to advance from the hiring rate to the job rate.

An employee who has served at a salary equal to the job rate of his/her grade for five years and whose service is rated "satisfactory or its equivalent" would be eligible to move to the first longevity step. An employee with 10 years of service at the job rate of his/her grade and whose last performance evaluation was rated "satisfactory or its equivalent" will be eligible to move to the second longevity step.

In no instance can an employee's salary exceed the second longevity step of his/her salary grade through the granting of longevity increments. *Employees may have their salaries exceed the second longevity step of the grade to which their positions are allocated through the application of general salary increases or upward salary adjustment upon promotion.*

It should be noted that employees who meet the years-of-service requirement for longevity increments and whose annual salary is at a level where by the addition of a longevity increment would raise their salary level above the second longevity increment of the salary grade, would receive a partial longevity increment to bring the annual salary up to an amount equal to the second longevity increment of the grade. (Job rate plus \$1,500.)

**Longevity Payments**

**First Year:** All employees at or above the job rate of their grade for five years or longer by March 31, 1985, will receive a one-time lump-sum longevity payment in the amount of \$750. Such lump sum payment is not included in base pay, but is used in the calculation of final average salary for retirement purposes. This payment will be made to employees in December of 1985. Employees who separate from State service prior to the December payment date for reasons other than retirement, death, or an approved leave of absence are not eligible to receive such longevity payment. The payment is also contingent upon an employee receiving a "satisfactory or its equivalent" performance evaluation.

**Second Year:** During the second year of the agreement, a longevity payment concept will be implemented which will add longevity payments to the base salary of eligible employees. Two longevity payment levels will

be established at the job rate of the employee's grade plus \$750, and the job rate plus \$1,500, respectively. Employees having five or more years of service at or above the job rate of their grade by March 31, 1986, will receive a \$750 longevity payment added to base salary with the provision that the addition of such longevity payment will not increase the base salary to an amount in excess of the job rate of the employee's grade plus \$1,500. If the addition of the \$750 longevity payment results in a base salary which exceeds the job rate of the grade plus \$1,500, the employee shall receive that portion of the \$750 longevity payment necessary to bring his/her base annual salary up to the limit of the grade job rate plus \$1,500.

During the second year of the agreement, all employees having an annual salary in excess of the job rate of their salary grade plus \$1,500 and who have been at or in excess of the job rate for five years or longer will receive a one-time lump sum payment in the amount of \$500 payable in December of 1986. Such lump sum payment is not included in base pay, but is included in calculating final average salary for retirement purposes. Employees who separate from State Service prior to the December 1986 payment date for reasons other than retirement, death, or an approved leave of absence are not eligible to receive such longevity payments. Such payment is contingent upon the employee receiving a "satisfactory or its equivalent" performance evaluation.

**Locational Pay Differential**

**First Year:** The present locational pay differential of \$200 per year for employees working in the New York City Metropolitan area (five boroughs of New York City, Nassau, Suffolk, Rockland and Westchester Counties) and in Monroe County will continue in effect. In the case of the Monroe County \$200 locational pay differential, such differential will be continued for current employees, without increase, throughout the term of this agreement. Newly hired employees in Monroe County will not be eligible to receive the \$200 locational pay differential.

**Second Year:** The locational pay differential for employees working in the New York City Metropolitan area will be increased to \$400 per year.

**Third Year:** The locational pay differential in the New York City Metropolitan area will be increased to \$600 per year. In order to provide for future automatic increases in the New York City pay differential, a formula is developed which will increase such differential each time a general salary increase is negotiated.

**Additional Compensation Provisions**

An amount equal to 1 percent of payroll for employees in CSEA bargaining units during the second and third years of the agreement will be set aside to implement the recommendations resulting from the Classification Study and Comparable Worth Study provided for in current agreements. The first priority of making any adjustments in compensation will be given to CSEA employees working in correctional facilities.

**Examples of the Effect of Compensation Increases**

The following example indicates how the compensation provisions of this tentative agreement would affect an employee whose position is allocated to salary Grade 3 and who currently earns \$11,314 per year and who is eligible for a regular increment in each year:

Current Salary	\$11,314	(Step 1 of G-3)
5% Salary Increase (June 1985)	565	
Regular Increment 1985	532	
New Base Salary Effective 3/31/86	\$12,411	
5.5% Salary Increase (April 1986)	682	
Regular Increment 1986	561	
New Base Salary Effective 3/31/87	\$13,654	
6% Salary Increase (April 1987)	821	
Regular Increment 1987	595	
New Base Salary Effective 3/31/88	\$15,070	

The above example shows a total increase over the three years of \$3,756 in base pay, or 33.2 percent.

The following example shows the effect of the compensation provisions of the tentative agreement on the basic annual salary of a Grade 5 employee

who has 8 years of service at the job rate prior to June of 1985. In addition to the calculations shown below, this employee would be eligible for the first year longevity lump-sum bonus payment of \$750 which is not added to base pay.

Current Salary	\$14,118	(Job rate of G-5)
5% Salary Increase (June 1985)	\$ 706	
New Base Salary 3/31/86	\$14,824	
5.5% Salary Increase (April 1986)	815	
Longevity payment added to base pay	750	
New Base Salary 3/31/87	\$16,389	
6% Salary Increase (April 1987)	983	
Partial Second Longevity increment added to base	704	
New Base Salary 3/31/88	\$18,076	(equivalent to job rate plus \$1,500)

The above example shows a total increase over the three years of \$3,958 in base pay, or 28 percent.

The following example indicates how the compensation provisions of this tentative agreement would affect an employee whose position is allocated to salary Grade 9 and who had four years of service above the job rate prior to June of 1985. This example demonstrates how employees who do not have the required five years of service at or above the job rate of their salary grade move into eligibility for a permanent longevity payment during the second year of the contract. It should also be noted that such employee will be eligible for the second longevity increment upon the completion of 10 years of service at the job rate of the grade.

Base Salary prior to June 1985	\$18,000	(\$525 above G-9 Job Rate)
5% Salary Increase (June 1985)	900	
New Base Salary 3/31/86	\$18,900	
5.5% Salary Increase (April 1986)	1,040	
Longevity Payment added to Base	750	
New Base Salary 3/31/87	\$20,690	
6% Salary Increase (April 1987)	\$ 1,241	
New Base Salary 3/31/88	\$21,931	

The employee in the example above would receive an increase over the life of the agreement of \$3,931, or 21.9 percent in annual base salary.

Employees who are at the job rate of their salary grades or who have been at the job rate of their salary grades for one or two years would receive a compounded increase in their basic annual salary of 17.4 percent during the term of this tentative agreement. However, the addition of two longevity increments will provide them with further salary advances in the future as their length of service at the job rate of their grades moves them into eligibility for each of these longevity increments.

**HEALTH INSURANCE**

Continue existing HMO, GHI and Statewide (Metropolitan) Options until implementation of CSEA Empire Plan, which will occur on April 1, 1986.

The CSEA Empire Plan is a major revamping of health insurance, combining the best features of the two plans it replaces — the current Statewide Plan and the GHI Option. The State will continue to pay 90 percent of the cost of individual coverage and 75 percent of the cost of family coverage under the plan, which will go into effect in 1986. Equal dollar amounts of the Empire Plan costs will be paid towards the cost of the various HMOs. Benefits provided by HMOs are not affected by the Empire Plan.

Compared to the current GHI Option, the Empire Plan provides significantly better medical/surgical coverage and provides protection in cases of catastrophic medical expenses, an area in which GHI participants are now woefully under-insured. An improvement over the current Statewide Plan is that medical/surgical benefits will be paid in full when the employee receives these services through participating providers.

Other improvements and additions in the plan include:

- The Plan raises the annual maximum in covered expenses from \$100,000 to \$1 million; the lifetime maximum remains at \$1 million.
- Increases reimbursement for newborn care to \$100.
- The annual deductible is limited to \$130 per person, up to \$390 per family and will remain constant for the term of the agreement.
- Increases ambulance payment to \$75.
- Under the Empire Plan, if non-participating providers are used, out-of-pocket expenses will be capped at a maximum of \$625 per person or per family. On April 1, 1986, employees earning \$15,000 or less per year in base salary and who are heads of households will have the maximum out-of-pocket expenses reduced from \$625 to \$400. The annual base salary for eligibility for the \$400 maximum out-of-pocket will be increased to \$15,900 on April 1, 1987.
- Employees may be reimbursed \$150 every three years for fitting and purchase of hearing aids.
- The allowance for annual medical examinations, for employees age 50 years and older, increases by \$50 to \$100; spouses will, for the first time, be eligible for a \$50 allowance.
- Removes lifetime cap on outpatient psychiatric care from April 1, 1985.



PRESS CONFERENCE to discuss details on tentative 3-year contract attracted huge turnout by news media in Albany. All attention is focused on CSEA

President William L. McGowan, CSEA chief counsel James W. Roemer, and GOER Director Thomas Hartnett.



# Tentative CSEA/State contract highlights

## COALITION CONTRACT GENERAL HIGHLIGHTS

to April 1, 1986; thereafter, under the Empire Plan, removes annual and lifetime reimbursement caps for outpatient psychiatric care.

The Empire Plan also includes a number of administrative improvements including: toll-free numbers at Civil Service, a toll-free Health Line, improved training for agency insurance staff, a voluntary predetermination of benefits program and a special claims denial review panel with CSEA representation.

The powers of the Joint Committee on Health Insurance are greatly expanded and strengthened to make the union a partner with the State in administering insurance benefits, controlling costs, and assisting members with complaints and claims denials.

An amount of \$400,000, \$450,000 and \$500,000 for the first, second and third year of the agreement will be used by the Committee to monitor and analyze the conversion to the new health insurance plan and its administration for the purpose of promoting efficiency and reducing costs.

### TRAVEL ALLOWANCE/PER DIEM ALLOWANCES

Mileage reimbursement for use of personal vehicles on official State business will be 20.5 cents per mile for the first 15,000 reimbursable miles and 11 per mile thereafter. This allowance conforms with newly enforced Internal Revenue Service rules that consider higher mileage allowances as taxable income. Upon the demand of CSEA, negotiations can be reopened and disputes can be submitted to binding arbitration.

Per diem allowances for meals and receipted lodging for employees in travel status are as follows for receipted expenses: New York City, \$75 lodging and \$25 meal allowance; Nassau/Suffolk/Westchester/Rockland, \$75 lodging and \$25 meal allowance; Albany/Binghamton/Buffalo/Rochester/Syracuse, \$45 lodging and \$15 meal allowance; elsewhere in New York State, \$45 lodging and \$15 meal allowance; and out-of-state, \$75 lodging and \$25 meal allowance.

Reasonable and necessary expenses will be permitted for per diem reimbursement where normal meal and lodging is not fully accessible to employees with disabilities.

### SAFETY AND HEALTH

The Joint Safety and Health Maintenance Committee is strengthened and its scope is increased. Funding of the Committee is also increased to \$350,000 the first year, \$400,000 the second year, and \$450,000 the third year. The committee's duties are as follows:

- Safety awareness, education, studies and research.
- Funding of labor/management initiated projects.
- Development of a Statewide Safety Communications Network.
- Evaluate security concerns and make recommendations concerning security in State-owned and -leased buildings.
- Exploration of health effects of smoking in the workplace.
- Develop methods of disseminating information on the Right-to-Know law and make recommendations concerning policy improvements involving toxic substances.

Additionally, the Joint Committee will be responsible for two major projects. The Committee will make recommendations to the State for a statewide policy on Video Display Terminal (VDT) operations to be implemented on April 1, 1986. The policy will address approaches to combat stress, workbreaks, noise, workplace layout, lighting and equipment. Vision-related issues will continue to be studied for possible inclusion of recommendations to the State policy.

Secondly, the Joint Committee will evaluate existing policies of State agencies regarding personal protective equipment, e.g., hard hats, protective eye equipment, safety shoes. By April 1, 1986, recommendations will be made for a consistent statewide policy which will be in full compliance with OSHA standards. There is emphasis on resolving safety problems at the local level, with avenues established to take unresolved issues to higher levels.

Some important points to be considered at the local level are cooperation in identification and prevention, develop plans for implementation of safety programs and purchasing safety related materials and equipment. Another important issue is devising methods by which unsafe work assignments can be prevented.

Other important safety items include:

- Employee organizational leave for designated local Safety Committee

members,

- More responsive safety grievance procedure,

- Medical screening, and,

- Identification, proper training and equipment for cleaning or removing substances.

### EMPLOYEE DEVELOPMENT AND TRAINING

All existing programs receive increased funding, with the exception of the Employee Orientation program.

CSEA's Labor Education Action Program (LEAP) will be adding to its tuition free course offerings by developing new programs more directly related to advancement opportunities in state service. In addition, CSEA will be starting a pilot project, the Institute for Development, Education and Advancement (IDEA), to help people prepare for promotional and traineeship exams and to improve study skills. Also, new programs addressing training in administering the collective bargaining agreements, safety and health, and a resource counseling network have been funded. Maximum reimbursement for tuition has been raised to \$500 per fiscal year.

### EMPLOYEE BENEFIT FUND

The State's contribution to the CSEA Employee Benefit Fund will be increased to \$410 in the first year, \$450 the second year and \$490 the third year of the agreement. Eligibility for coverage under EBF remains the same.

### ACCIDENTAL DEATH BENEFIT

The beneficiary or the estate of an employee who dies after April 1, 1985, as a result of an accidental on-the-job injury and who is eligible for a death benefit provided by the workers compensation law shall receive a \$50,000 death benefit provided by the State. Children of the deceased CSEA member receiving this death benefit will be eligible for full tuition to attend any of the State University's colleges at State expense, providing they meet the institution's entrance requirements.

### CWEP

This committee will be restructured to provide for a six-member Statewide Labor/Management Committee that will study, recommend and implement proposals relating to productivity and quality of working life. Reimbursement for the \$5 exam fee will continue, and funding will be made available for the World Trade Center relocation project. The Committee will receive an appropriation of \$1.25 million in each year of the agreement.

### EMPLOYEE ASSISTANCE PROGRAM

An increased appropriation will be made available to continue the EAP effort under the existing joint labor/management arrangement. The contract provides for an appropriation of \$450,000 for the first year, and \$500,000 and \$550,000 in subsequent years of this agreement.

### DAY CARE

The commitment to the development of new day care centers and improvement of existing on-site child care centers is strengthened by an appropriation of \$500,000 in each year of the agreement. The State and CSEA are committed to assure that all on-site child care for State employees is provided in safe, high quality centers and that such centers will continue to meet the standards established by the Department of Social Services.

### EMPLOYMENT SECURITY

A new State/CSEA Employment Security Committee has been established to jointly study an attempt to resolve matters relating to work force planning, continuity of employment, work force retraining, and work force impacts relating to changes in skill requirements and new technology. This Committee will receive an appropriation of \$300,000 the first year, \$350,000 the second year, and \$400,000 the third year of the agreement.

### WORKDAY/WORKWEEK

The workday/workweek article has been simplified and clarified to provide a general workday and workweek for both shift and non-shift employees. Additionally, the procedure for changing an employee's workday or workweek has been clarified to require notice to CSEA of a change in an employee's workday/workweek or shift. Except in an emergency, an employee who is affected by a change in a workday or workweek shall have a minimum of 30 days notice prior to the effective date of the change. The length of the workweek remains unchanged.

A new provision has been added, providing that an employee who is on



# Tentative CSEA/State contract highlights

## COALITION CONTRACT GENERAL HIGHLIGHTS

jury duty shall have his/her shift changed, to the extent practicable, to the normal day shift for the duration of the jury duty. In addition, a non-shift employee whose workday or workweek is changed may be exempted from the change at the discretion of the agency due to a claim of hardship.

### WORKFORCE SCHEDULING AND OVERTIME

A joint State/CSEA Executive Labor/Management Committee will be established to investigate, review and make recommendations regarding the adequacy of present employee scheduling, deployment and overtime. The joint committee will receive an appropriation of \$150,000 to support its activities and investigations. It is required to develop findings and recommendations by October 1, 1986, aimed at addressing overtime problems and improving work scheduling.

### OUT-OF-TITLE WORK

The out-of-title grievance procedure has been revised to provide for an agency level hearing where the CSEA grievant and union representative can attempt to resolve the dispute concerning out-of-title work. The written opinion by the agency can be appealed to the Director of the Governor's Office of Employee Relations. The procedure requires that a written opinion be made within 50 days of receipt of the appeal. Grievants receiving monetary relief for higher level duties will receive compensation at the higher rate as if they were promoted to the higher grade. A training program will be developed for the purpose of explaining the standards used to determine out-of-title work and how to properly prepare grievances.

### WORKERS COMPENSATION

The Workers' Compensation article has been simplified to provide that the State and an employee are bound by the determinations of the Workers' Compensation Board regarding an employee's eligibility for benefits. This removes the ability of a local facility to deny an employee Workers' Compensation benefits. An employee absent due to a compensable occupational injury shall receive 100 percent of the employee's net pay (the same compensation presently received after all deductions) for up to nine months. The current contract provides for a six-month benefit.

The current contract provides for a 10 consecutive calendar day waiting period before an employee is eligible for the contractual Workers' Compensation benefit. This waiting period has been reduced to seven calendar days. Also, the current contract provides that if an employee is absent for 20 consecutive working days following an occupational injury, the employee is eligible for the Workers' Compensation benefit to the first day of absence. This 20-day period has been reduced to 14 calendar days.

While absent due to a compensable Workers' Compensation injury, an employee will be considered to be on the payroll for the purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions, accrual of vacation and sick leave, personal leave, Social Security and retirement. The Workers' Compensation benefit shall also be provided for therapy, doctor's appointments for the compensable injury, and any other continuing treatment as required for Workers' Compensation.

### DISCIPLINE

All contractual protections for discipline remain. The procedure has been improved to provide that employees may now use accrued leave credits, other than sick leave, during a period of pre-hearing suspension if not offered a temporary reassignment. Arbitrators must rule on the propriety of such a suspension at the close of the State's case. An employee's rights upon reinstatement after a successful disciplinary arbitration have been further clarified and enhanced, including the expedited processing of grievances relating to any change in an employee's shift, work location or pass days after an employee's acquittal on disciplinary charges.

### NO DISCRIMINATION

The contract has been amended to prohibit discrimination based on sexual orientation. A joint Affirmative Action Advisory Committee shall develop appropriate recommendations in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and Vietnam Era veterans.

### SICK LEAVE

The current sick leave accrual system will continue for all employees. The State and CSEA agree that during the term of this agreement they may reconsider modifications and improvements in the area of illness/disability related income protection. Any proposed program will be subject to the ratification of CSEA members before it can be implemented.

Absences resulting from treatment of service-connected disabilities at a facility operated by the Veterans Administration shall represent an appropriate charge to sick leave credits and shall not be subject to review under absenteeism control programs. Contract language referring to the Sick Leave Monitoring Unit is removed.

### STATE-PROVIDED HOUSING AND MEALS

Charges for State-provided housing and meals will be increased 17.5 percent in each year of the agreement for meals and 15 percent in each year for housing. These rates have not increased since 1977. CSEA and the State have agreed to develop an indexing formula for future automatic adjustments to these rates.

### SEASONALS

The general salary increase will apply each year to seasonal employees, except short-term seasonals in the Parks and Recreation Aide series and State Fair Worker positions who return during 1985-86. They will receive the general salary increase for the first year of the contract only.

Seasonal employees with three years continuous service having a total of 19 pay periods per year are now eligible for three days leave accruals. This leave can be taken when the employee has completed two months of service after the eligibility date. Where a seasonal position is established for six months or more, the State will not intentionally break service to avoid health insurance eligibility.



PRINCIPAL NEGOTIATORS MEET THE PRESS — Top union negotiators CSEA President William L. McGowan, left, and chief counsel and negotiator

James W. Roemer listen at GOER Director Thomas Hartnett, right, state's chief negotiator, responds to a question from news media.



# Tentative CSEA/State contract highlights

## Major salary increases, no givebacks

(Continued from Page 1)

In addition, 1 percent will be set aside in the second and third years for comparable worth adjustments and to implement classification studies.

The total contract package will cost the state an extra \$400 million.

Executive Vice President Joseph McDermott adds "There are a number of other economic items that address the needs of CSEA's membership and makes the settlement very attractive."

Health insurance benefits would expand under a new "Empire Plan" which will replace the current Statewide Plan and GHI Option. It would go into effect April 1, 1986.

State contributions would remain at 90 percent for individuals and 75 percent for family coverage.

"The Empire Plan incorporates the best fea-

tures of the two plans it replaces," notes chief negotiator James Roemer. "It guarantees State employees will have all the coverage they need. And, they will no longer be playing Russian roulette with their medical expenses."

Employees formerly enrolled under GHI would receive better medical/surgical coverage, especially in cases of catastrophic illnesses, while employees currently under the Statewide Plan would get access to participating providers who accept "Empire Plan" allowances as full payment for a variety of covered services.

There are also guarantees that the lowest paid employees will not have their out-of-pocket expenses increased.

The 40,000 CSEA workers in the New York City metropolitan area will benefit from increases in location pay. The differential remains at \$200 this year, but doubles to \$400 next year and goes up to \$600 in 1987.

CSEA won additional compensation for Department of Transportation workers affected by arbitrary changes in the work schedule.

DOT workers who have their winter shifts drastically altered will receive extra compensation of, respectively, \$200, \$250 and \$300 over the next three years.

"This is a major item," says McDermott, a former DOT president. "This winter many DOT workers were forced to begin work at 4:00 a.m. If the practice must continue, at least management will now have to pay for it."

The contract also boosts funds for day care centers and improves measures to promote health and safety, especially as it relates to VDT operations. State contributions to the CSEA Employee Benefit Fund will also increase to maintain and perhaps improve dental, prescription drug, vision and personal legal benefits.



CSEA EXECUTIVE VICE PRESIDENT Joseph E. McDermott calls the settlement "very attractive."

# Attend the informational meetings in your region

## REGION INFORMATION SCHEDULE

ALBANY—A series of informational meetings to explain in detail provisions of the tentative agreements, and to answer any questions by members, has been scheduled. Teams of CSEA staff members actually involved in the recent contract negotiations will conduct each session. Also participating will be members of the CSEA negotiating teams.

The meeting schedule, by Region, is as follows:

**REGION I** Friday, April 26, 7 p.m.  
SUNY Farmingdale  
Nold Hall

**REGION II** Monday, April 22, 5 p.m.  
World Trade Center  
Tower #2, 44th Floor Hearing Room

**REGION III** Tuesday, April 23, 7 p.m.  
Rockland Psychiatric Center  
Auditorium

Wednesday, April 24, 7 p.m.  
Ramada Inn  
Rte. 9, Poughkeepsie

Thursday, April 25, 7 p.m.  
CSEA Local 860 HQ  
196 Maple Ave., White Plains

**REGION IV** Friday, April 26, 4 p.m.  
Empire State Plaza  
Monday, April 29, 4 p.m.  
State Campus

**REGION** Wednesday, April 24, 6:30 p.m.  
Upstate Medical Center  
9th Floor Auditorium, Weiskotten Hall  
Irving Ave., Syracuse

Thursday, April 25, 6:30 p.m.  
Mohawk Valley Community College  
Campus Auditorium, Sherman Drive  
Utica

**REGION VI** Monday, April 22, 7:30 p.m.  
Dowd American Legion Hall  
898 Buffalo Road  
Rochester

Tuesday, April 23, 7 p.m.  
Buffalo State University, Amherst Campus  
Center for Tomorrow, Maple Road  
Amherst



## HEALTH INSURANCE

### Major revamping means better benefits

Major revamping of health insurance under the tentative agreement will improve benefits and will take major steps toward containment of medical costs.

A "very pleased" Timothy Mullens, who as director of CSEA's Insurance Department provided expertise in the complex health benefits field on the union's side of the table, said many of the improvements in the program are in direct response to input from rank and file members.

Under the program a new comprehensive, statewide health insurance plan, called the Empire Plan, will replace the current Statewide Plan and GHI Option. (Members may still opt to be covered under a Health Maintenance Organization (or HMO).

CSEA negotiators were also able to enhance the basic "core" Empire Plan, to provide additional benefits, and reduce potential out-of-pocket expenses.

The state will continue to pay 90 percent of the cost of individual coverage and 75 percent of the cost of family coverage under the CSEA/Empire Plan, which is not expected to take effect until April 1986. In the meantime, existing coverage and premium portions that members are paying

effective Jan. 1, 1985 will continue in effect.

"Basically, the new program takes the best of both worlds from GHI and the current Statewide Plan coverage," Mullens said. "And there are no benefit givebacks. The cost-containment measures in the package are designed to put a lid on medical costs, not to put more burden on the member."

Another major gain in the tentative pact is strengthening of the Joint Labor/Management Committee on Health Benefits. Funding for the committee is increased, as are its assigned responsibilities.

"The committee will have hands-on responsibility for areas such as administration and claims review," Mullens noted. "What this means is that from now on, CSEA will be a true partner in the area of health benefits. We will participate and have a say in the plan year-round. Health insurance will no longer be something that we only sit down and talk about every three years."

Mullens noted that the 30,000 members enrolled in the GHI option, who currently make no contributions toward premium costs, will pay a premium share with the Empire Plan.

"I want to strongly stress two points to those members," he said. "First, even without the Empire Plan, if we had retained the GHI option, we most surely would not have been able to leave the table without hitting those people with a premium cost. This way, they get substantially increased benefits for the premium share they will have to pay when the Empire Plan is implemented.

"And second, and perhaps most importantly, these people covered by GHI have been woefully under-insured and have had no protection against catastrophic losses.

"They have simply been gambling that they wouldn't have a major illness or injury and rack up big medical bills. Unfortunately, many of them have lost that gamble, and suffered substantial out-of-pocket medical expenses with absolutely no way to cover them.

"The CSEA members under the Statewide (Metropolitan) option had no ability to use a participating physician and thereby avoid deductibles and co-payments. Under the Empire Plan, they will have that ability and, hopefully, save several hundred dollars each year in out-of-pocket expenses," Mullens said.

## The Empire Plan

The Empire Plan is a new comprehensive statewide health insurance plan, which will replace two existing plans—the GHI Option and the Statewide Plan.

The plan generally will continue current hospital coverage, will include medical/surgical coverage, and will provide major medical coverage.

Medical/surgical benefits will be covered through use of participating providers. These are physicians and other health professionals who agree to accept the plan's schedule of allowances as payment in full. In these cases, benefits are paid directly to the providers at 100 percent

Upon implementation on April 1, 1986, the Empire Plan will replace the GHI and Statewide Option in the State Health Insurance Plan that Participating Agencies (Local Governments) and Retirees are covered under. The HMO Option will continue to be offered. The CSEA Empire Plan enhancements will be incorporated into the Empire Plan for Participating Agencies and Retirees with the exception of the head of household maximum out-of-pocket reduction if the head of household earns \$15,000 or less in base annual salary.

coverage. Use of participating providers will result in no deductible or co-payment out-of-pocket expenses.

Major medical coverage provides benefits when non-participating providers are used.

\* Annual out-of-pocket expenses (the deductibles) are limited to \$130 per person up to \$390 per family. (This is a CSEA-negotiated improvement over the core plan, which set deductibles at \$150/\$450.)

\* The plan will pay 80 percent of covered services based on "reasonable and customary charges." When the individuals out-of-pocket

share reaches \$625 per person, the plan will pay 100 percent of charges. This maximum out-of-pocket co-pay requirement will be reduced to \$400 for employees earning \$15,000 a year or less who are heads of households. (This is a CSEA-negotiated improvement over the core plan, which set the co-insurance requirement at \$2,500 per person or per family.)

\* The Plan pays up to an annual maximum of \$1 million in covered expenses. (This is a CSEA-negotiated improvement on the core plan maximum of \$100,000 per year.)

\* The Plan pays up to a lifetime maximum of \$1 million in covered expenses.

In addition to general medical care for treatment or diagnosis of illness or injury, the plan provides benefits for such services as allergy desensitization, routine podiatric care, physiotherapy, speech therapy, chiropractic care, emergency first-aid service and psychotherapy. Benefits cover surgery, anesthesia, maternity care, in-hospital medical care, radiation therapy, consultation by specialists, diagnostic procedures and laboratory tests.

Other coverages include ambulance service, visiting nurse service, private duty professional nursing services, and appliances, equipment and oxygen.

The allowance for an annual physical exam for those age 50 and over has been increased. Under the CSEA/Empire Plan, the allowance for employees is increased from \$50 to \$100 a year, and in addition, the worker's spouse, age 50 and over, is now eligible for reimbursement of up to \$50 for an annual physical.

In-hospital "well-baby" care is increased to \$100 (up from \$75 in the core plan).

CSEA also negotiated a new allowance for \$150 every three years toward fitting and purchase of a hearing aid.

And outpatient psychiatric benefits have been improved by removal of the annual and lifetime reimbursement caps.

### Cost containment will be achieved in several ways

Cost containment provisions are built into the Empire Plan. A variety of approaches will be used to keep the lid on health care costs.

An extensive employee communications program designed to help employees become better health consumers will be established. The program will include a toll-free telephone "Health Line," which will provide information on how to use the health insurance plan wisely, what questions to ask doctors, and what health care options might be available.

A pre-admission certification program will be set up, under which the employee's physician will be required to obtain pre-authorization for all non-urgent hospital admissions (i.e., other than maternity or emergency admissions). This process can avoid unnecessary or too-long hospitalizations and enable employees to avoid claims denials.

Psychiatric inpatient stays will be reviewed by psychiatric professionals.

The program will also address the problem in medical specialties (such as anesthesiology and plastic surgery) where not enough specialists are participating physicians. Efforts will be made to sign up more participating providers in these fields.

A voluntary medical case management program will follow cases of severe catastrophic illness or injury and refer patients toward the most appropriate type of care. For example, a severe burn case might be referred to a special burn treatment center; or in-home modifications might be arranged to make it possible to care for some patients at home rather than in institutions.

These and other cost containment measures will be monitored by the Joint Committee.



# ● Tentative CSEA/State contract highlights ●

## Health and safety on-the-job

### Greater emphasis makes the workplace safer

Health and safety on-the-job receives new emphasis in the tentative agreement, with special attention paid to VDT concerns, prevention of unsafe work assignments, strengthening of the toxic substance "right to know" protections, and strengthening of joint labor/management committees to address safety concerns.

CSEA's Director of Safety James Corcoran characterizes the agreement as "a sincere effort to respond to the safety concerns of our members."

"The thread which runs through all this is involvement at the local level," Corcoran said. "The best place to identify and address safety and health problems is at the workplace, at the local level, where they occur. The policy embodied in this contract language recognizes this, encourages labor and management to work together to solve these problems, but then provides higher levels to go to if problems remain unresolved."

The tentative contract strengthens the statewide Joint Safety and Health Maintenance Committee, and increases its funding to \$350,000, \$400,000 and \$450,000 during the three-year contract period.

The Joint Committee's duties will include a safety awareness program, education and training, funding of agency-level safety committee proposals, a statewide data-sharing network, and research and study to identify problems and develop solutions.

Health and safety concerns related to video display terminals (VDTs) are addressed in contract language. "We were able to negotiate on this because the Joint Committee has been exploring this issue for several years, and a recent NIOSH (National Institute for Occupational Safety and Health) study has laid the basic groundwork for us," according to Corcoran.

Under the tentative agreement, the Joint Committee will make recommendations by Oct. 1, 1985, which will address the "ergonomics" aspects of VDT operation. By April 1, 1986, the state will develop a policy. The policy will address measures to combat stress, noise considerations, workstation layout and design, and purchase of proper equipment. The tentative contract also calls for the state to make a good faith effort to address the ergonomic needs, as it involves purchase of new equipment, within two years.

The Joint Committee will continue to examine vision issues related to VDT use, and when data is available, the state will develop a policy.

Personal protection equipment—such as hard hats, protective eye gear, safety shoes—is also addressed. The Joint Committee will review existing agency policies, and by April 1, 1986, will make recommendations for a consistent statewide policy, which will be in full compliance with OSHA standards.

Right-to-know language relating to toxic substances is strengthened. The Joint Committee will develop programs to make sure employees are informed regarding toxic substances they come in contact with in the workplace and that they get the proper training and equipment for dealing safely with the toxic substances. Also, workers exposed to toxic substance on the job will have the opportunity to be medically screened at state expense.

Prevention of unsafe work assignments has been a long-standing union concern, and contract language empowers local labor/management safety committees to discuss methods by which such unsafe assignments can be prevented.

Union representatives designated to investigate

grievances arising under the safety and health article will be covered by employee organization leave under the tentative agreement.

The issue of security in state-owned and leased buildings will also be the subject of evaluation and recommendations by the Joint Committee.

Smoking in the workplace will also come under study, and non-smoking areas in state workplaces may be established on a pilot basis.

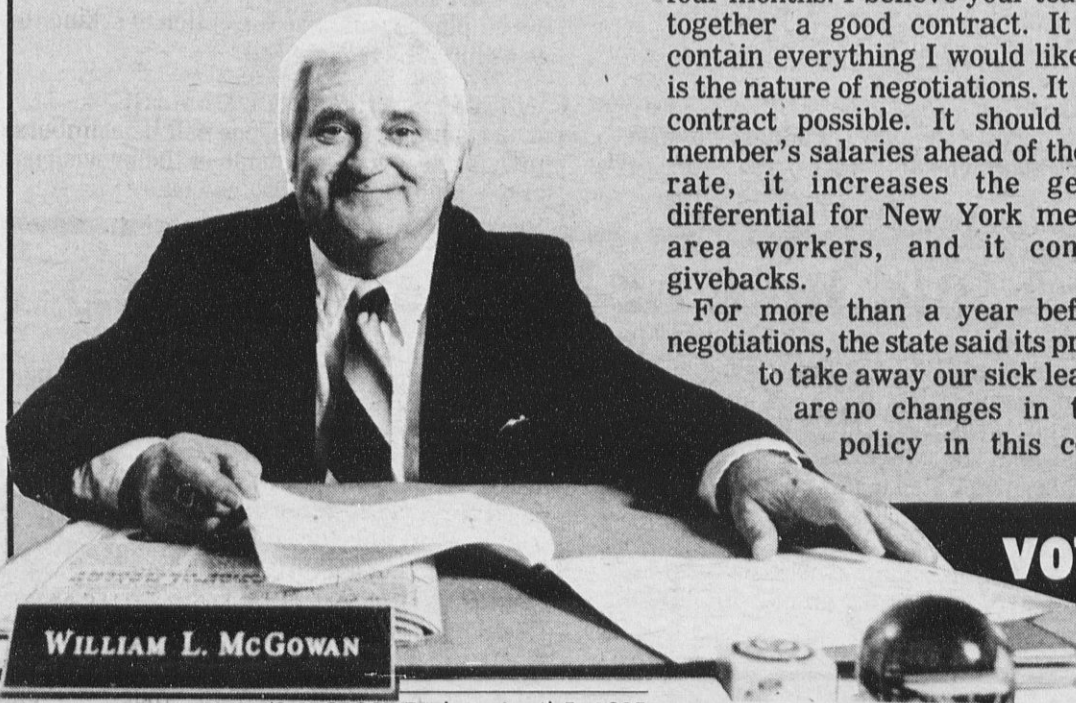
"This language recognizes the serious health concerns created by smoking," Corcoran said. "Both smokers' and non-smokers' rights will be recognized."

Safety and health grievance procedures will also be modified. "Basically, the language says that in the case of health and safety violations, if there's another avenue to pursue to remedy it—such as Public Employee Safety and Health or Right to Know—you have to pursue that avenue first. Then if you exhaust those remedies without a resolution, you grieve it," Corcoran noted. "The process is also modified in the sense that it goes through different channels at the third step; on the CSEA side, for example, the grievance comes to our Department of Safety at the third step."

Heating and cooling problems in buildings will be addressed in a side letter to the agreement. "We weren't able to get strong policy language about heating and cooling problems, but we did obtain a recognition of the issue and a mechanism in which labor and management can try to address problems," Corcoran added.

"All in all, we have some good health and safety language to work with in this agreement," he commented. "The teeth will have to be provided by CSEA members. For this language to work properly will require ongoing vigilance and effort by members at the local level."

## PRESIDENT'S MESSAGE



For CSEA's state members, this issue of The Public Sector contains the first details on the tentative contract that you will soon be asked to ratify.

In the days ahead you will receive more information, and you will be able to attend meetings where the contract will be explained.

Your negotiating team worked hard for four months. I believe your team has put together a good contract. It does not contain everything I would like, but that is the nature of negotiations. It is the best contract possible. It should keep our member's salaries ahead of the inflation rate, it increases the geographic differential for New York metropolitan area workers, and it contains no givebacks.

For more than a year before these negotiations, the state said its priority was to take away our sick leave. There are no changes in the leave policy in this contract.

I know that many of you are concerned about the changes which will occur next year in the health insurance package. We went into these negotiations with a goal of improving the health care package and containing costs, especially for our lowest-paid members. I believe this plan will do that. And I believe when you examine it, you will agree.

In the coming weeks we will be making every effort to answer your questions about the entire contract. Read the information you will receive, and attend the meetings. This is your contract.

Your negotiating team has worked hard and done a good job. The final decision is yours. Get the answers to your questions, and I think you will agree that this is a good package.

*William L. McGowan*  
CSEA President

**VOTE — IT'S YOUR CONTRACT.**



# Tentative CSEA/State contract highlights

## INSTITUTIONAL SERVICES UNIT HIGHLIGHTS

### ANNUAL LEAVE REQUESTS

Facilities must establish by September 1 of each contract year, dates by which employees may request annual leave of five days or more.

### ANNUAL LEAVE ACCUMULATION

An employee who is denied annual leave days may accumulate over 40 days if used within the same fiscal year.

### SICK LEAVE NOTIFICATION

Employees are no longer required to call in every day of a sick leave absence if they relate to their supervisor on the first call their expected date of return. Employees will not be denied sick leave based on not having spoken directly to their supervisor.

### DOCTOR'S CERTIFICATE

Upon notice to the supervisor, an employee may submit a doctor's certificate on a confidential basis directly to the facility or agency personnel office.

### DENIAL OF LEAVE

If an employee does not receive a response to a request for time off within four days, the employee may appeal to a facility designee and be guaranteed a response within two additional days.

### LEAVE REQUESTS

Facilities must establish dates by which an employee may request individual days off in order to have their seniority considered.

### BEREAVEMENT LEAVE

The definition of *family* will be added to the contract for bereavement leave purposes.

### USE OF LEAVE CREDITS

After an employee has exhausted sick leave credits, upon request other credits may be charged.

### LPN—DEVELOPMENT AND TRAINING

\$150,000 was negotiated over the life of the agreement to fund programs for professional development and training for Licensed Practical Nurses.

### PROBATIONARY LEAVE

Employees returning from a probationary leave will be guaranteed their former shift and first preference for available vacancies at their former work location.

### GENERAL HOSPITAL DUTY

General hospital duty will now be established by rosters. Employees assigned will receive premium pay of 15 percent of their daily rate if travel time is over one-half hour from the facility, in addition to their transportation costs.

### COMMUNICABLE DISEASES

Testing and immunization policies will be established and implemented for employees exposed to Hepatitis B.

### UNIFORM ALLOWANCE

\$705,000 was negotiated over the life of the agreement to provide a uniform maintenance allowance to employees working in Food Service Worker titles. \$270,000 was negotiated over the life of the agreement to provide a uniform maintenance allowance for additional titles in the Institutional Services Unit.

### WORK-RELATED CLOTHING

\$90,000 was negotiated over the life of the agreement for work-related clothing for selected titles in the Institutional Services Unit.

### PERSONAL HISTORY FOLDER

Employees will be guaranteed not to charge leave accruals when reviewing their personal history folder.

### NOTICE OF OVERTIME

When it is known by the facility, notice of such overtime shall be given to employees at the beginning of their regular shift.

### SENIORITY

Seniority will be accrued from the first day of employment, regardless of status. Military leave of up to four years will be included for seniority purposes.

### SCHEDULING OF PASS DAYS

Seniority shall be used to determine the order of selection among employees for the scheduling of pass days within each shift and title.

### POSTING

Grade 13 Competitive Class positions and above will now be posted.

### REBIDDING

Rebidding procedures are now an appropriate item for discussion in a local labor/management forum.

### SPECIALIZED TRAINING

\$300,000 was negotiated over the life of the agreement to provide specialized training to Institutional Services Unit employees in the Department of Corrections and the Division for Youth to deal with significant hazards that exist in those agencies. In addition, specialized training will be provided to ISU employees who supervises potentially dangerous clientele. This includes, but is not limited to, employees working in Multiple Disable Units, Admitting Offices, etc.

### MEAL ALLOWANCE

A meal allowance will be allowed each day that an employee is required to work at least four hours of overtime continuous with their regular shift.

### CAREER ADVANCEMENT

\$300,000 was negotiated over the life of the agreement to study and identify designated job titles within the Institutional Services Unit suitable for career advancement, and to stimulate, develop and implement career advancement training programs. A special joint committee will be formed to study career advancement within six months of ratification of this agreement.

### LIGHT DUTY

The Employee Health Service will establish and publish guidelines for light duty.

### STRESS MANAGEMENT

\$100,000 was negotiated for the first year of the contract to research, study and develop programs toward relieving job-related pressures. Such programs shall include, but not be limited to, topics such as stress management, interpersonal relationships, and topics regarding the care and treatment of the mentally ill, mentally retarded, youthful offenders and prison inmates. Funding for implementation in the second and third year of this agreement shall be determined by the Executive Committee of CWEP.

### HOLIDAYS

Martin Luther King Day is now the 12th official State holiday. There will be two floating holidays which will be identified in April of each year.

### LABOR CLASS — POSTING AND BIDDING

Labor Class titles will now be posted, and employees will be able to bid on job vacancies.

### WORK SCHEDULE ADJUSTMENTS

After working overtime, the employee will have the option of taking time off in lieu of overtime pay within a payroll period.

### REIMBURSEMENT FOR PROPERTY DAMAGE

In addition to present contract language, employees will be reimbursed for personal property damage or destruction outside of the provisions of the State Finance Law, up to a maximum of \$250 per claim.

## Ratification process could take at least six weeks

(Continued from Page 1)

of April 22-26. (See page 14). Only members in good standing are eligible to cast a vote to accept or reject the tentative contract; agency shop fee payers may not participate in the vote. Ballots will be mailed to those ASU, ISU and OSU members for whom membership dues were deducted from the last paycheck received in March.

Plans now call for complete contract language

to be mailed to members by April 20. Information meetings will be conducted throughout the state April 22-26. And by April 26, CSEA will mail out ratification ballots, along with fact sheets summarizing highlights of the tentative pacts.

Ratification ballots must be returned by May 13, and the count will begin that afternoon. Results will be announced in the May 17 edition of *The Public Sector*.

When both CSEA and the State have completed the ratification process, actual contracts can be

signed, formalizing the agreements.

April 20 Texts of contracts will be mailed to ASU, ISU and OSU members.

April 22-26 Informational meetings will be held in each Region.

April 26 Ratification ballots and contract highlights will be mailed to eligible members.

May 13 Deadline for return of ballots. Ballot count begins.



# Tentative CSEA/State contract highlights

## ADMINISTRATIVE SERVICES UNIT HIGHLIGHTS

### HOLIDAY OBSERVANCE

Martin Luther King Day is the 12th official State holiday. The State has an option to float two holidays, which will be identified by April of the contract year.

### ADDITIONAL VACATION CREDIT

Employees will earn one additional vacation credit after 15 years of service and two additional days after 20 years of service.

### VACATION USE

Employees may use vacation credits in units of one-quarter hour. If the employee's written request for use of vacation is denied, the employee shall receive a written statement of the reasons for denial within five working days.

### VACATION CREDIT ACCUMULATION

Vacation credits may be accumulated up to 40 days. An employee may accumulate more than 40 days during a fiscal year, provided those credits are used before the end of the fiscal year.

### SICK LEAVE ACCUMULATION

Employees may accumulate up to 190 days of sick leave, and 165 days of such credit may be used for retirement.

### USE OF SICK LEAVE AT HALF PAY

Use of sick leave at half pay is a *mandatory* benefit in ASU, not only for illness, but also disability associated with maternity leave.

### LEAVE FOR BEREAVEMENT OR FAMILY ILLNESS

Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits, up to a maximum of 15 days in one calendar year.

### TARDINESS — VOLUNTEER FIREFIGHTERS AND AMBULANCE SQUAD MEMBERS

A reasonable amount of lateness shall be excused for employees involved in emergency duties connected with volunteer firefighters or emergency squad members.

### MATERNITY AND CHILD-REARING LEAVE

New benefit allowing up to seven months leave without pay for either parent of an adoptive child. Additionally, employees shall be permitted to use annual leave and personal leave for child care if they so choose. Leave without pay may be used by one parent or divided by both.

### LEAVE — PROBATIONARY EMPLOYEES

New language to provide to an employee who accepts an appointment in the non-competitive class a leave of absence from his or her former position for a period not to exceed 52 weeks or the period of actual probation.

### PERSONAL HISTORY FOLDER

Provides for review of personal history folder within three working days. Also provides for removal of adverse material after two years or immediate removal upon mutual agreement.

### POSTING OF EXAMINATION ANNOUNCEMENTS AND JOB VACANCIES

New language provides for seniority on transfer or reassignment to a job vacancy where there is no distinction between employees with respect relevant to the ability of the employees to perform the required duties.

### EMPLOYEE DEVELOPMENT AND TRAINING

Funding for education and training is increased to \$1,516,550 in the first year, \$1,652,550 the second year, and \$1,802,550 the third year of the agreement.

### SAFETY AND HEALTH

Incorporation of a new CSEA/State committee to resolve the safety issues connected with the use of video display terminals (VDTs) in the workplace. This committee will also recommend the purchase of ergonomic equipment for use with VDTs.

### SENIORITY

Inclusion of assignment to shifts, *pass days*, work locations, alternative work schedules and vacations made on the basis of seniority.

### DOCTOR'S CERTIFICATE

Elimination of the requirement for a diagnosis connected with a doctor's note. Also a doctor's note will not be routinely required for absences of four days or less. Inclusion of procedures for confidentiality.

### OVERTIME MEAL ALLOWANCES

New benefit to provide a \$3.50 meal allowance for employees who work three and a half hours beyond the normal workday.

### VERIFICATION OF PHYSICIAN'S STATEMENT

When the State requires an employee to be medically examined, that must be accomplished within 20 working days. Failure to comply places an employee on leave with pay.

### CSEAP

Increased funding of the Clerical/Secretarial Employee Advancement Program to provide \$750,000 the first year, \$800,000 the second year, and \$850,000 the third year. This is a total of \$2.4 million, and a 25 percent increase from the previous agreement.

Emphasis will be focused on developing and implementing programs directly related to entry-level promotions. As part of this review, the State and CSEA will examine entry-level titles and, where appropriate, develop new title series. The State and CSEA will explore possible establishment of a Secretarial and/or Office Assistant title series.

Creation of new long-term traineeships, such as Hearing Reporter, to establish an apprenticeship program within ASU.

Expanded use of Administrative Aide positions to allow for increasing the number of Administrative Aide positions and to create additional positions.

Expansion of the Statewide CSEAP Committee to guide development and implementation of programs within CSEAP.

### NEW CSEAP CONCEPT: OFFICE AUTOMATION

This concept recognizes the need to address the impact that technological advancements have on the work environment and the impact that this has on employees. This concept involves a comprehensive review of automation and calls for development of procedures and recommendations with regard to automation in the workforce.

"New technology" considerations in all three bargaining units will be addressed by the Statewide CSEAP Committee.

Word Processing Training Center will expand, particularly to metropolitan areas. CSEAP training courses will be expanded to out-reach areas.

## Most LEAP programs to expand

CSEA/LEAP, the Labor Education Action Program, will see most of its programs expanded along with introduction of a new IDEA—the Institute for Development, Education and Advancement.

The Institute will help State workers prepare for promotional and traineeship exams and improve study skills.

In addition, LEAP will be making its tuition free course programs more directly related to advancement opportunities within State service.

New emphasis will be placed in training people in administering collective bargaining agreements. Education in safety and health will also be on LEAP's agenda, as well as a resource counseling network.

Finally, maximum reimbursements for tuition will go up to \$500 each fiscal year.

## McDermott warns about bus belts

ALBANY — CSEA Executive Vice President Joseph McDermott warns that any legislation which requires school buses be equipped with seatbelts must not also make drivers responsible for buckling up.

"Bus drivers would need two pair of eyes—one to watch the road ahead, and the other to watch the passengers sitting behind them.

"Sometimes, the suggestion is made that if teachers are required to keep students seated during study hall, then bus drivers should have a similar responsibility of making sure students wear seatbelts while on the bus.

"But," says the union leader "there's a difference. The classroom isn't on wheels and doesn't have to be steered."

McDermott urges that if such legislation is approved, it specifically exempt drivers from any responsibility or liability in case of accidents.



# Tentative CSEA/State contract highlights

## OPERATIONAL SERVICES UNIT HIGHLIGHTS

### APPRENTICESHIP TRAINING

Continuation of the Joint Apprenticeship Training Program with increased funding in the amount of \$500,000 in the first year, and \$750,000 and \$800,000 in the second and third years of the agreement.

### WORK CLOTHING

Allowances have been increased to \$600,000, \$660,000 and \$720,000 for each year of the agreement.

### TOOL ALLOWANCE

Employees required to provide a personal tool inventory for use in performance of jobs will receive an annual allowance of \$150 in June of each year of the agreement.

### TOOL INSURANCE

\$20,000 is available each year for reimbursement to employees required to provide personal tools for loss due to *fire or theft* at employer's premises, up to a maximum of \$2,000 (\$250 deductible).

### REIMBURSEMENT FOR PROPERTY DAMAGE

Appropriation of \$50,000 in each year of the contract to employees who incur personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law. (Maximum claim of \$250.)

### EMPLOYEE DEVELOPMENT AND TRAINING

Funding for employee development and training has been increased to \$2,276,000 for the three-year term of the agreement.

### REVIEW OF PERSONAL HISTORY FOLDER

Current seven sections of this article are condensed into five sections. Provides that employee's written response is to be attached to the document to which it pertains. Employee request for removal from file of adverse material is reduced from three to two years.

### LEAVE FOR PROBATIONARY EMPLOYEES

Additional language provides that employee who accepts appointment to a permanent non-competitive position at a higher salary grade within the same department/agency, shall be granted leave of absence from former position for a period not to exceed 52 weeks or the period of actual probation.

### VACATION — WATERWAYS EMPLOYEES

Allows canal employees with five or more years of service five consecutive days of vacation between April 1 and December 1 each year. Formerly, employees needed 10 or more years of continuous service.

### VACATION SCHEDULING

An employee's written request for vacation shall be answered in writing within five working days of receipt.

### VACATION CREDIT ACCUMULATION

Allows an employee who is at maximum vacation accrual of 40 days, and who is ready to exceed this limitation the following pay period, and whose requests for usage are denied, to exceed the 40 day maximum limitation, with the qualification that the balance cannot exceed 40 days at the end of the fiscal year, March 31.

### OVERTIME MEAL ALLOWANCE

Allows for payment when the overtime worked is *either* three hours before (and contiguous with) or three hours after (and contiguous with) regular tour of duty. Formerly, allowance was provided only when the overtime hours worked were subsequent to and contiguous with the *end* of regular tour of duty.

### HOLIDAY OBSERVANCE

Martin Luther King Day included as the 12th official holiday. Selection of floating holidays (up to two) shall not be unreasonably or arbitrarily denied. Floating holidays, should the State designate one or two, to be announced during the month of April.

### TARDINESS — EMERGENCY DUTIES

Enrolled civil defense volunteers category is added to this article.

### MEDICAL CERTIFICATES

When an employee is required to provide a doctor's certificate, it can only occur as a result of review of the employee's attendance record. This requirement would *follow* counselling and written notice to the employee. The requirement shall be of reasonable duration.

### POSTING AND JOB VACANCIES

New language is consistent with the the present provision and serves to clarify its application. The new language reads as follows: "Appointment to higher salaried vacant positions in the non-competitive class shall be

made on the basis of seniority from among the employees bidding pursuant to Section 25.1(a), provided the candidate meets the posted qualifications required, meets the legitimate operating needs of the department or agency, and has the ability to perform duties and responsibilities satisfactorily. The requirement to prove qualification shall rest with the employee."

### PERMANENT LABOR CLASS VACANCY

Prior to appointment of a non-state individual to a permanent labor class vacancy, an employee with a temporary appointment in the *same* labor class title at the specific work location/operating unit where the permanent vacancy exists shall, if continued as an employee in that title, be appointed to the permanent vacancy. Where there is more than one temporary employee, selection is at the State's discretion.

### PERSONAL LEAVE

Provides to an employee who is unexpectedly and unavoidably absent from work, use of personal leave *without* prior approval, as long as notification occurs within two hours after the beginning of work and as long as there is an acceptable, satisfactory explanation for such absence.

### SENIORITY — DEFINITION

Changes made to conform to what exists: Department of Mental Hygiene changes to Office of Mental Health and to Office of Mental Retardation and Developmental Disabilities; and new (o) is added, Division of State Police — Troop or Division Headquarters. Article defines length of continuous service as "...time employed continuously within the entity described above." Permanent, provisional, temporary and less than full time (non-seasonal) are considered service.

### WORK LOCATION, SHIFT AND PASS DAY ASSIGNMENTS

New language is added as Article 29.1(d): In the event that an employee is authorized to be absent due to an *on-the-job injury* or is placed on authorized leave for *maternity purposes* or *leave for extended illness including sick leave at half pay*, the employee's shift, pass day and work location assignment as applicable, shall be held for a maximum of three months. However, such hold shall not apply where rebidding occurs while leave is in effect or where the employee's shift, pass day or work location assignment would have otherwise terminated, e.g., change in seasonal shift; facility or building closes; etc. A new 29.1(e) permits *mutually* agreed to local arrangements regarding the *method* by which shift, pass days, and/or work locations as appropriate are selected.

### NEW ARTICLE: WINTER MAINTENANCE DEPARTMENT OF TRANSPORTATION

Article defines winter maintenance period from *November through April*. The following provisions apply only to winter maintenance activity of the Highway Maintenance Division:

(a) Standby On-Call: Except as affected by the elements of the call out response plan, standby on-call, if established, will be the subject of labor/management discussions on a meet and confer basis with the issues contractually defined.

(b) Distribution of Overtime: Provisions of Article 28 apply, except as follows:

—Overtime rosters established by shift at each work location.

—These rosters shall contain both non-special crew and special crew personnel. The special crew members will be placed at the bottom. The names of each group will be in seniority order.

—Available overtime shall first be distributed among employees who shift.

(c) Shift Assignments: 1) Upon establishment of shifts, assignment will be first from among non-special crew personnel in accordance with Article 29. Special crew personnel will then be assigned in accordance with Article 29. 2) Employees assigned to winter maintenance shifts which require them to change their normal working hours to a shift any part of which falls between the hours of 6 p.m. and 6 a.m. on a regularly scheduled basis will receive for each winter season \$200, \$250 and \$300 respectively. Payment to be made no later than December of each year.

(d) Call Out Response Plan: The following will be established on a pilot basis for the 1985-86 winter maintenance season. For an employee called out 10 or more times during the season, and:

—responds to 75 percent of calls, receives \$200 in June

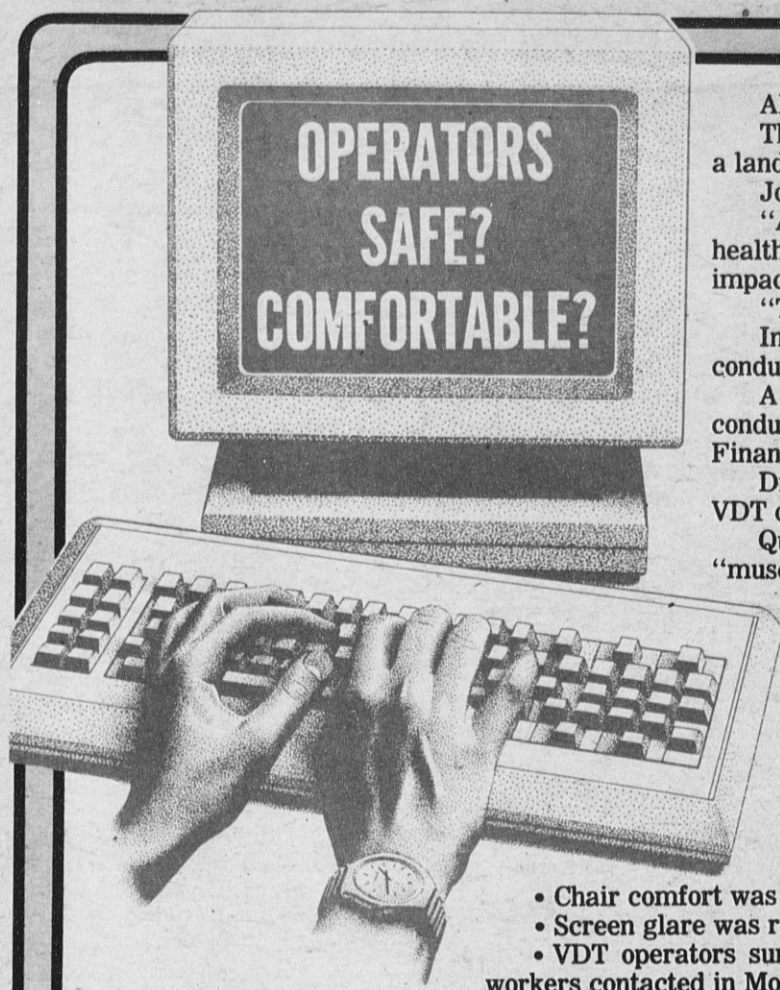
—responds to 85 percent of calls, receives \$230 in June

—responds to 95 percent of calls, receives \$260 in June.

An employee failing to respond on two consecutive call outs becomes ineligible for participation, *but* may be reinstated if responds to three consecutive non-standby call outs. Should this happen, credit is made to the employee with the number of responses which *preceeded* the two times of non-contact, but *not* with the three responses from non-standby status.

The program may be terminated after the end of the 1985-86 season subject to DOT option. CSEA and the State will meet and confer to evaluate the program.





ALBANY — Can VDT operators be both safe and comfortable? The New York State/CSEA Safety and Health Maintenance Committee recently sponsored a landmark VDT Study to find out.

John Pardee, chairman of the joint labor/management group, explains:

"A year ago, as the result of articles in the labor press, the national press and in various health and safety magazines, committee members decided we should look into VDTs and their impact on the workplace.

"The purpose was to give us a benchmark . . . to tell us where we are now."

In May 1984 he asked the National Institute for Occupational Safety and Health (NIOSH) to conduct a study. And, says Pardee "despite economic pressures on NIOSH, they took it on."

A total of 905 VDT operators were contacted in one of the most exhaustive studies ever conducted. They were from two State departments — Motor Vehicles, and Taxation and Finance.

Dr. Lawrence Schleifer, NIOSH project officer, notes "It is perhaps the largest sample of VDT operators ever taken." The 90 percent response rate "was the highest ever."

Questions were designed to reveal conditions which contribute to, or are responsible for, "musculo-skeletal" and general health problems.

Results were based on 842 responses: 743 female and 109 male.

Male workers were primarily programmers and computer operators. They spent fewer hours each day using VDTs than did female employees who were mostly data entry operators and clerks. They spent longer hours at terminals performing highly repetitive tasks.

Keeping this in mind, here are survey highlights:

- Female workers reported more "musculo-skeletal" and visual discomforts than did male operators.
- Neck, shoulder and back strains were more prevalent than problems with wrists, hands and fingers.
- Chair comfort was rated as "just adequate" to "very uncomfortable" by ranges of 60 to 62 percent.
- Screen glare was reported about twice as frequently as any other display problem.
- VDT operators surveyed have a favorable impression of the new technology. Seventy-five percent of workers contacted in Motor Vehicles thought it increased productivity while the positive rating in Taxation and Finance was 53 percent (women) and 73 percent (men).

ALBANY — VDT operators can be both safe and comfortable.

Part two of the VDT Study was an "ergonomic evaluation" of four specific worksites — two in Motor Vehicles, and two in Taxation and Finance.

Ergonomics is defined as a *technology concerned with designing and arranging workplace conditions so that people and things interact most effectively and safely.*

Locations were pre-selected by the New York State/CSEA Safety and Health Maintenance Committee. Each site was an open office design with no physical structures separating workstations.

Detailed studies were also made of ten operators/workstations in each of the four chosen sites. Participation was voluntary.

Overall findings suggest more problems with workstations than with VDTs themselves. The result, perhaps, of installing new technologies in old workplaces.

Here is a summary of recommendations based on information gathered:

- Regularly clean displays. Eleven of the 40 studied were "appreciably smudged or dirty."
- Urge operators to adjust brightness/contrast to improve legibility.
- Workstations should be lowered and wrist-palm rests provided. Most operators were sitting too high and tended to put too much stress on wrists. Purchasing thinner keyboards is another solution.
- Windows should be covered to reduce glare from overhead lighting. In so doing, care should be taken to make sure source documents are sufficiently illuminated.
- Operators should not use excessive keying force. They may be doing so out of habit or because of tension.
- Swivel-tilt chairs and "kidney-styled" backrests should be replaced.
- Operators should be taught how to properly adjust chair height. They should also be encouraged to adjust backrest tension because operators performing repetitive tasks seem to benefit from a backward lean.
- Fabric covered chairs are better than plastic ones because they "breathe" and reduce the muscular effort of sitting.
- Wearing light colored clothes may cause display reflections.
- Document holders should be close to displays to avoid eye and neck strains.
- Operators should take advantage of interruptions in the work load to stretch and relax. If there are no such interruptions, then momentary pauses for relief should be allowed.



LANDMARK VDT STUDY is checked by, from left, CSEA activists Sue Waltz from Region IV; Elliot Bernstein from Region II; CSEA Director of Safety and Health Jim Corcoran, NIOSH Project Officer Dr. Lawrence Schleifer, and CSEA statewide Secretary Irene Carr, a leading proponent of improved VDT standards.

