

# Public SECTOR

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The Civil Service Employees  
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## OSHA BEGINS JAN. 1

ALBANY — Occupational safety and health protection will become a reality for nearly one million public employees in New York State next month as the result of years of persistent effort by CSEA to end the most deadly inequity separating public and private sector workers.

CSEA this year won a dramatic victory when the New York State Legislature enacted a comprehensive occupational safety and health law extending to all New York public employees the protections that private sector workers enjoy under the federal Occupational Safety and Health Act (OSHA).

Now only days remain before CSEA's promise of a safe working environment for public employees becomes a legal reality. Since enactment of the public sector OSHA law, the union has been actively preparing to monitor OSHA enforcement to ensure the protection of its members.

Detailed training sessions on the law have been held across New York State with another session scheduled for January 7 to complete Regional preparation for OSHA. More than 750 CSEA leaders, stewards and rank and file members have participated in the training sessions. Additionally, union field representatives have been attending training meetings and CSEA's regional directors and collective bargaining specialists have undergone extensive training on the new law.

Nels Carlson, CSEA's Safety Coordinator said, "In some ways, we're more prepared for the beginning of public employee OSHA than the state is. Our function is not to enforce the law, that is obviously the role of the Department of Labor, but President McGowan has directed that we be ready to closely monitor the new system to ensure that it fulfills its purpose by protecting the health and safety of our members."

"Compliance packets" on the new law are being sent to all CSEA Local Presidents as part of the union's effort to assist any workers in putting the law to work.

The New York State Department of Labor is charged by the law with responsibility for enforcement. Mr. Carlson said the department has informed him that each of the Department's Regional Offices (not to be confused with CSEA's Regional Offices) will have the capacity to handle complaints under the new law. By calling or writing to those offices, any public employee can file a complaint about a safety violation.

CSEA members who suspect a violation of the safety law, should contact the Department of Labor District Office nearest their location and ask for the Division of Safety and Health. The locations and telephone numbers of the nine Labor District Offices are:

- State Office Building Campus, Albany, N.Y. 12240, (518) 472-6085
- 44 Hawley St., Binghamton, N.Y. 13501, (607) 773-7801
- State Office Building, 65 Court St., Buffalo, N.Y. 14202, (716) 842-4220
- 175 Fulton Ave., Hempstead, N.Y. 11550, (516) 485-4409
- 2 World Trade Center, New York, N.Y. 10047, (212) 488-4803

- 155 Main St. W., Rochester, N.Y. 14614, (716) 546-7744
- 333 E. Washington St., Syracuse, N.Y. 13202, (315) 473-8316
- 207 Genesee St., Utica, N.Y. 13501, (315) 797-6120 Ext. 2316
- 30 Glenn St., White Plains, N.Y. 10603, (914) 997-9510

Any CSEA represented employees encountering problems in filing a complaint should call the CSEA Safety Hotline (1-800-342-4824) for assistance.

## State's day after policy

ALBANY — State employees who wish to extend the holidays by taking off the days after Christmas and New Year's will be expected to charge those days against available leave time.

That message has been sent to all state departments and agencies by Meyer S. Frucher, director of the Governor's Office of Employee Relations, who noted, "Each agency is in the best position to determine its staff needs. . . Your managerial staff should exercise its discretion and best judgment in permitting employees to be absent from work on those days, but with the understanding that they must charge such absences to their appropriate leave accruals."

## Season's Greetings

The holiday season is a time to reflect on the past with pride and to look forward to the future with hope.

As you reflect on the past, do so with pride in the dedication with which you have labored to protect and improve the quality of life for the people of the State of New York.

In looking to the future, do so with the hope of recognition of your sacrifice and understanding of your needs as a member of society.

On behalf of the membership and staff of CSEA, I wish you and your family a safe and happy holiday season.

William L. McGowan  
President





# Dangerous building prompts refusal to relocate

By Stanley P. Hornak

PEEKSKILL — Fears for their safety have prompted clerical workers at the unemployment insurance office here to oppose relocating to the old Woolworth's Building in downtown Peekskill.

The office, a division of the State Department of Labor, has been located at 418 N. Division St. for approximately ten years. It serves an estimated 2,000 claimants each week from the Northern Westchester-Putnam County area.

The impending move has stirred both fulltime and parttime employees for a number of reasons.

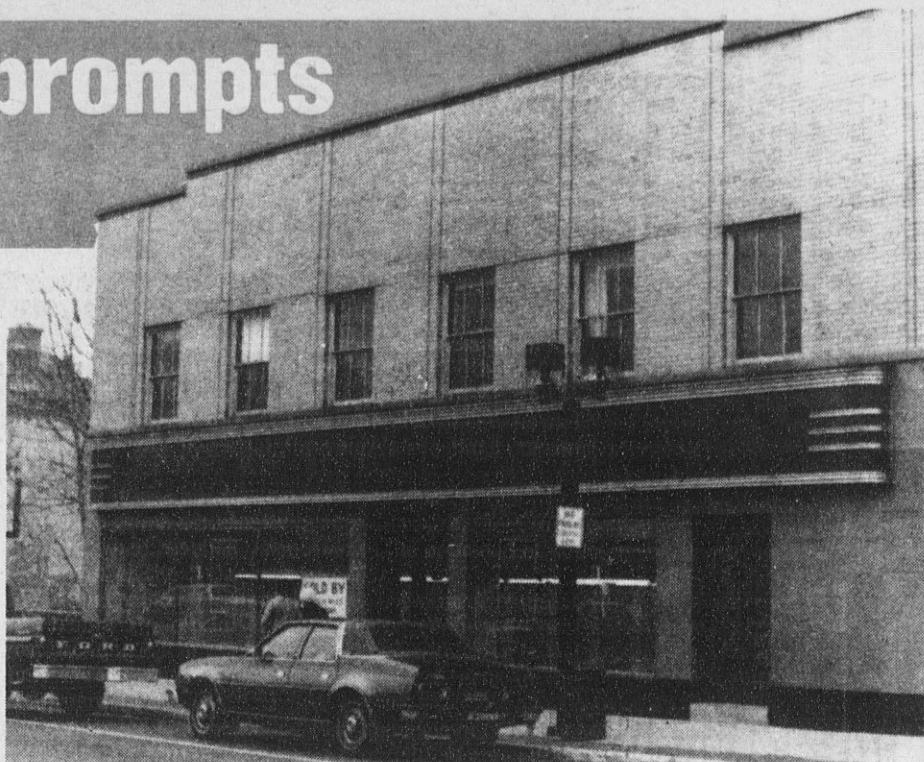
- Public toilets and water fountains will be located directly behind the counter where employees work. Clients will have to walk behind them to use the facilities, and as CSEA Shop Steward Sheila Davidson explains, "people who come here are under a lot of stress, the process can be frustrating, and with tempers sometimes short, it's just bad business to have them behind our backs." She readily admits that, "the vast majority of people who come in are real cooperative, but it only takes one person to create tragedy." She also sees the set up as one which risks law suits because, "physically space will be tight, especially if they install partitions, and I can just imagine all kinds of accidents, especially since young children often come in with their parents."

- Lack of proper ventilation and poorly situated fire exits pose safety and health hazards. Davidson says the new location may be in, "technical compliance."

- Inadequate and unsafe parking. At the present location, employees park



SHEILA DAVIDSON leaves the stairway at the parking garage employees will have to use even though it is a high crime area.



THE PROPOSED NEW SITE of the unemployment office in downtown Peekskill that has state workers worried.

free in an adjacent lot and claimants use free off-street sites. In the new location, described as a "sea of meters," employees will have to pay a \$10 monthly fee to use a nearby garage that has a high incidence of crime. Evelyn Aaberg, a parttime employee, says, "having to pay is bad enough, but we will have to do so at a place that makes me fear for my safety." She tells the story of someone who recently had the battery stolen from her car while parked there while Senior Clerk Olga Dimichele adds, "it's just impractical to expect employees and claimants to be running outside every hour to drop another quarter in a meter." An attendant was recently put on duty at the garage and Davidson sees that as, "proof how unsafe the place really is, especially this time of year when it gets dark out before we leave work."

- Access for the handicapped will be difficult because they will have to enter through the N. Division St. entrance where the employment service is supposed to be housed, and then go "downstairs" to an office below ground level.

According to CSEA Field Representative Don Partrick, four different grievances have been filed with the Dept. of Labor protesting the move.

The initial two grievances, made Oct. 30, objected to the proposed location of the restrooms and fire exits, and expressed concerns about improper ventilation. The pleas were rejected and are now under appeal.

The other two actions, filed Dec. 2, addressed parking problems and the location of water fountains. A response is expected within 20 days.

A fifth grievance is expected shortly, calling the proposed shift a violation of Section 39.1 of the state contract: "... the State will not seek to diminish or impair during the term of this Agreement any benefit of privilege provided by law, rule or regulation for employees without prior notice to CSEA; and, when appropriate, without negotiations with CSEA".

## Individuals appealing must file papers by January 19

# Steps to appeal unemployment ruling

On November 20th, 1980, the New York State Court of Appeals, New York's highest court held that an employee who is a member of a collective bargaining unit, and who has received a written notice continuing his or her employment during the following year would be ineligible for unemployment insurance even though there is no provision assuring such employment in the collective bargaining agreement entered into between the union and the school district, and even though the individual has not signed the "Notice of Continuing Employment".

The purpose of this article is to inform employees who filed a claim for unemployment insurance benefits and did not receive such benefits, of the steps to be taken.

Some employees filed applications for unemployment insurance benefits which were denied by the claims examiner at the local office. In the usual case, where that claim was for a recess period such as the summer recess or Easter vacation, the claim was denied solely on the basis that Labor Law section 590(11) did not require the payment of unemployment insurance to an individual who had a notice or letter continuing his or her employment following such recess. If the individual claimant did not file a timely request for a hearing, further appeals were waived.

An individual who filed a request for a hearing, and utilized the "Form 1 — Form 2" system agreed to between the New York State Department of Labor and CSEA, which requested a hearing before an administrative law judge and, in the same letter withdrew that request without prejudice until a final determination has been made by the courts, may abandon the claim for unemployment insurance by simply

not requesting a reopening of his or her case. Those who wish to attend a hearing notwithstanding the court decision have the right to do so although in the usual case, described above, such a hearing will be futile because of the court decision.

Some employees prosecuted their appeals and ultimately received an adverse determination from the unemployment insurance appeal board. If such an employee did not file a notice of appeal with the Appellate Division, Third Department, they are not precluded from doing so because of the passage of time.

Those employees who did file a notice of appeal to the Appellate Division, Third Department may either prosecute that appeal or abandon it. Simply doing nothing will abandon the appeal. Individuals who wish to perfect their own appeals to the Appellate Division, Third Department may do so according to the procedures set forth in the appropriate statutes, rules and regulations. Those appeals must be perfected on or before January 19th, 1981 by the filing of appropriate papers.

CSEA will not be involved in the reopening of hearings to be conducted by an Administrative Law Judge of the Department of Labor. Nor will it be involved in the prosecution of appeals to the Appellate Division, Third Department.

The failure to file the appropriate papers with the Appellate Division on or before January 19th, 1981 will result in the automatic dismissal of the appeal.

The status of improper practices resulting from the notices of continuing employment will be discussed in subsequent issues.



## Refresher course updates Southern shop stewards

# 'Most important people in the union'

ORANGEBURG — Field Rep. John Deyo called them, "the most important people in the union," and that set the mood for a refresher course held Dec. 5 for shop stewards from Locals 412 and 421.

Nearly 40 union activists — from Rockland Psychiatric Center, Rockland Childrens Psychiatric Center, and Letchworth Village — gathered together for the all-day session that centered around two important topics: "performance evaluation, and the role of shop stewards."

**PERFORMANCE EVALUATION:** The appeals process was reviewed in a discussion led by Local 421 President Eva Katz, Local 421 Vice President Bob Coleman, and CSEA Field Rep. John Deyo.

The two-hour session was a follow-up to previous training workshops, and Mrs. Katz emphasized, "don't just take it (the evaluation), and walk

away." The whole process, beginning at the local level and ending at the statewide appeals board was described as well as reasons for appeals, chances of success, and the role of CSEA.

**ROLE OF SHOP STEWARDS:** The afternoon meeting was conducted by AFSCME International Reps. Ron Coder and John Wyrrough.

The need to establish priorities and "put their act together" was illustrated by showing the AFSCME training film "Vince." It gave participants an opportunity to put themselves in someone else's shoes and to try and work out solutions to their dilemmas. The 23-minute film was interrupted at 15 minutes to give the stewards a chance to do some problem solving of their own, and then they were able to compare their responses to the ones shown in the film.



REGION III EDUCATION COMMITTEE Chairperson Janice Schaff and AFSCME International Rep. Ron Coder, standing together, greet shop stewards.



REGION III PRESIDENT JAMES J. LENNON makes the point that by, "sharing experiences we all learn," as, from left, Local 421 President Eva Katz and Vice President Robert Coleman, and CSEA Field Rep. John Deyo listen.



ON HAND AT THE RECENT MEETING of four State Division locals of Long Island Region I are, from left, Region I Director William Griffin and CSEA Field Representative Nat Zummo.

## Four state locals attend Long Island Region I informational meeting

MELVILLE — Members of four CSEA State Division locals of Long Island Region I recently held a joint informational meeting.

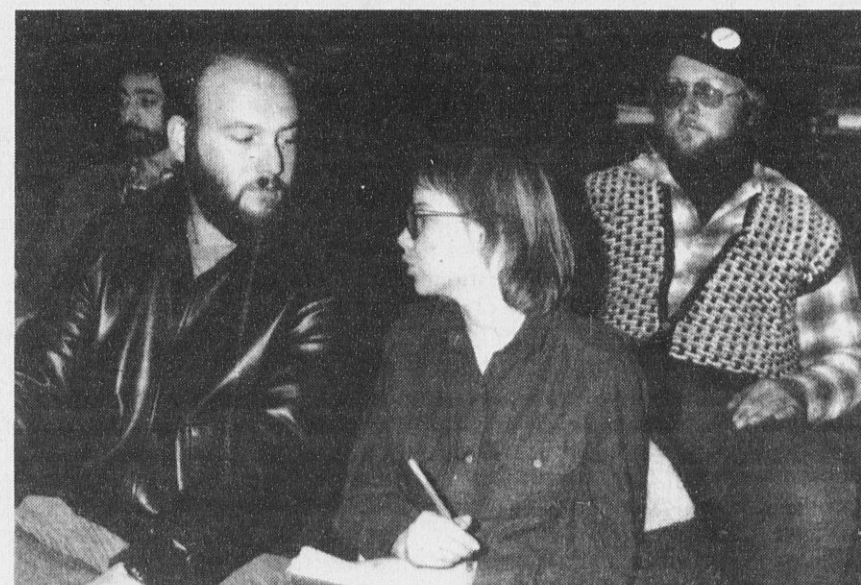
The locals participating were Long Island State Parks Local 102, Department of Transportation Local 508, SUNY Farmingdale Local 606 and SUNY Old Westbury Local 618.

Also attending the meeting were Region I President Danny Donohue, Region I Director William Griffin and CSEA Field Representative Nat Zummo.

The main speakers at the informational meeting were CSEA Collective Bargaining Specialist John Conoby and CSEA Employee Benefit Fund Director Thomas Collins.



ATTENDING THE MEETING of four State Division Locals of Region I are Department of Transportation Local 508 members, from left, Lorraine Albrecht, Frank Albrecht and Joseph Sciuto.



DEPARTMENT OF TRANSPORTATION LOCAL 508 members James McCormack, left, and Gordon Tyrer attend the recent meeting of four State Division locals of Region I. Joining McCormack at the meeting is his wife, Brenda.



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PUTNAM COUNTY LOCAL 840 President Millicent DeRosa is paid a visit by Santa—alias Local 840 member Harry Bryant at the local Christmas party.

## Union seeking an EAP rep for Central Region V assignment

ALBANY — CSEA is seeking an Employee Assistance Representative to work out of the Region V office in Syracuse.

Reporting to the Employee Assistance Program (EAP) Director in Albany, the successful candidate would: develop alcoholism treatment programs for public employees; work personally with labor and management along with CSEA field staff and regional occupational consultants to implement programs; promote interest in EAP; maintain a file of treatment resources; encourage outreach resources to assist public employees; and assist in records keeping.

Applicants should possess either a bachelor's degree, or a high school diploma plus three years satisfactory experience in public contact with government and union personnel, or some combination thereof. In addition, they should be in sound health and good physical condition, possess a New York State driver's license, and have a car for business use.

Resumes and applications should be sent to the CSEA Personnel Director, 33 Elk Street, Albany, NY 12207.

The deadline is January 5, 1981.

The EAP Program is funded by a grant from the state Division of Alcohol and Substance Abuse.

## David Paley, Local 694, dies

ALBANY — David I. Paley, vice president of CSEA Judiciary Local 694, died on December 1 at the age of 43. Mr. Paley was a court reporter with the New York State Court of Claims in Albany for the past 10 years.

He is survived by a wife, Florence, daughter, Nicole; son, Alexander, and his mother. Services were held on December 3 at Temple Israel, Albany.

Thomas Jefferson, Judiciary representative to CSEA's Board of Directors, extends deepest sympathy to Mr. Paley's family and friends on behalf of all Judiciary employees.

## Season's Greetings

The publisher and staff  
of The Public Sector  
extend to you and yours  
best wishes for the  
happiest of holidays  
and peace and prosperity  
in the coming new year

## Calendar of EVENTS

### December

- 23 — Suffolk County Local 852 Unit presidents meeting, 1 p.m., 755 Waverly Avenue, Holtsville.
- 27 — Rockland Psychiatric Center Local 421 disco, 9 p.m., Holiday Inn, Orangeburg.

### January

- 10—Southern Region III election procedures workshop, 9 a.m., Holiday Inn, Newburgh.
- 15—Saratoga County Local 846 Steward's meeting, 5 p.m., Solar Building, High Street, Ballston Spa.
- 20—Saratoga County Local 846 executive board meeting, 7 p.m., Solar Building, High Street, Ballston Spa.
- 22—Special Delegates Meeting to consider affiliation, 11 a.m., Rockefeller Plaza Convention Center, Albany. Registration begins at 9 a.m.



# Long Beach: Asbestos hazards remain, while three corrective agencies abstain

By Gerald Alperstein

LONG BEACH — CSEA Long Island Region I and Pilgrim Psychiatric Center Local 418 have been in the forefront of a drive to have asbestos removed from a building for more than one year.

Hundreds of persons are exposed to the asbestos on a regular basis.

The building, the former Promenade Hotel at 102 West Broadway in Long Beach, is an adult home which contains a day treatment center/outpatient clinic operated by Pilgrim Psychiatric Center (PPC) and staffed in part by CSEA members.

The ceiling of the main lobby and of the dining room have been identified by independent laboratory tests as containing asbestos. Most of the samples contained 30 percent asbestos. Also, the ceiling of the front lobby appeared to be covered with the same material as in the main lobby. Asbestos is a cause of stomach cancer, lung cancer and other respiratory illnesses.

PCC Local 418 President Bill Chacona said, "There was dust or fibrous material on the floor which was visible to the naked eye. You didn't need a microscope. That stuff gets on your shoes and clothing, and you track it home."

Approximately one year ago (Dec. 26, 1979), the Nassau County Health Department made the following recommendation to the City of Long Beach Building Department following the independent testing of the ceiling samples:

"In view of the potential health risk that would be inherent with continued exposure to the environment in the identified areas, immediate action should be taken to minimize their use by all personnel while corrective action is expedited."

On Dec. 5, 1980, Chacona, David Flaumenbaum and Arthur Loving of the Region I Safety Committee and CSEA Field Representative Nat Zummo visited the building and observed the condition of the ceiling.

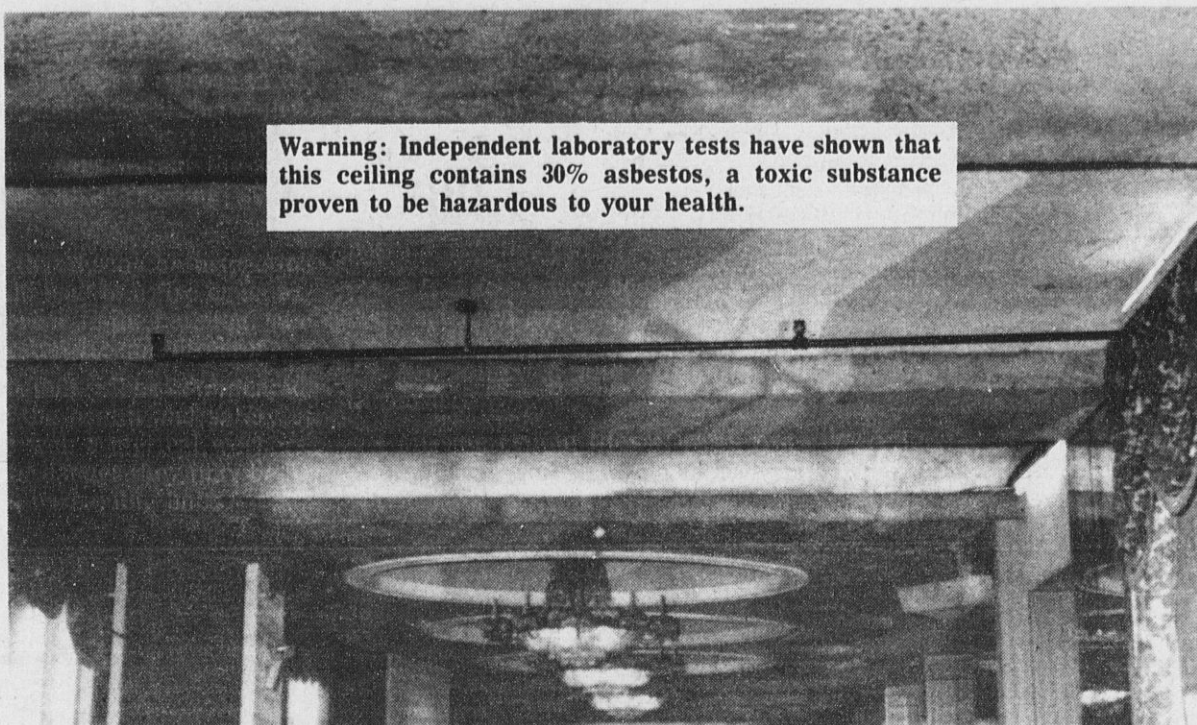
The CSEA officials reported they spoke with a few of the residents who claimed they were never informed about the asbestos.

A State employee at the day treatment center/outpatient clinic told the CSEA officials there are approximately 180 residents of the building of which 100 use the State facility there, as do many other residents of the community.

In addition to the residents, outpatients and State employees, the building also employs a number of other persons who are exposed to the asbestos.

When the CSEA officials attempted to obtain evidence as to the asbestos falling from the ceiling, the building management called the police. The police arrived just as the CSEA officials were leaving the building and there were no incidents.

The CSEA officials explained the story of the union's involvement with the asbestos in the building as follows.



Warning: Independent laboratory tests have shown that this ceiling contains 30% asbestos, a toxic substance proven to be hazardous to your health.



CSEA OFFICIALS, From left, Pilgrim Psychiatric Center Local 418 President Chacona, Region I Safety Committee Chairman Arthur Loving, CSEA Field Representative Nat Zummo and Region I Safety Committee member David Flaumenbaum stand by a Long Beach Police car which was called while they were investigating asbestos at an adult home at which CSEA members work.

A CSEA member employed in the building informed Local 418 about what he thought might be asbestos. The local contacted the Long Beach Building Department, which on Sept. 26, 1979 asked the Nassau County Health Department to make an inspection.

The County Health Department hired an independent laboratory which took samples and identified the ceiling material as containing asbestos. The County Health Department notified the Long Beach Building Department on Dec. 26, 1979.

Since that time, CSEA has been in touch with

the County Health Department, the Long Beach Building Department and the State Department of Social Services (which licenses the building).

There appears to be some dispute among the three governmental agencies as to which one has the authority to have the asbestos removed.

The County Health Department has recommended to the owner of the building a number of contractors to remove the asbestos as early as August 1980.

Since that time, CSEA officials said they have been told that action will be taken on the asbestos. As of Dec. 5, 1980, no corrective action on the asbestos has been taken.

## Salary hikes, benefit gains in Auburn Unit new agreement

AUBURN — The 1980 Christmas season promises an extra measure of joy and happiness for more than 200 City of Auburn Unit employees who recently ratified a new two-year contract.

According to Jack Miller, CSEA Field Representative and Chief Negotiator for the Auburn City Unit of CSEA, Local 806, the new pact was ratified by City Administrators November 26th, and in turn by the membership December 8th.

Terms of the agreement include a nine and one-half percent (9½%) increase for all employees, plus increment where due, retroactive to July 1, 1980. The second year calls for an eight percent (8%) increase, plus increment where due, effective July 1, 1981, plus a cost of living allowance of up to

twenty cents (20¢) per hour, depending on the All Cities Index.

The new contract also provides for improved vacation benefits, improved dental plan, improved educational benefits and compensation for transportation.

In announcing the terms of the contract, Miller acknowledged the time and effort of the Negotiating Team, including Chairman Charles Dickinson, Carl Scheufele, Greg Menges, and Bruce Nolan, who also serves as President of CSEA Local 806, Cayuga County.

"The team worked hard for this contract. We think it's a good one with some extra benefits City of Auburn employees can enjoy," Miller said.



## Region III Workshop

WEST POINT — Members of Southern Region III recently took part in the Region III Workshop: Leadership in the 1980s. Helping with the three-day workshop at the U.S. Military Academy was the Region III Education Committee of Chairman Janice Schaff, Millicent De Rosa, Eva Katz, Madeline Mackey, Patricia Nealon, Grace Woods and Carolyn Zappe.

Also instrumental in the organization of the workshop were Region III Director Thomas Luposello, CSEA Education Director Thomas Quimby and CSEA Communications Associate Stanley P. Hornak.

Among the many Region III members attending the workshop were the regional officers including: President James Lennon, First Vice President Raymond J. O'Connor, Second Vice President Mackey, Third Vice President Zappe, Secretary Woods and Treasurer Eleanor McDonald. Statewide CSEA Secretary Irene Carr also attended.

The workshop program opened with an address to the members on education by Dr. Margaret P. Olson, associate dean of Empire State College.

She was followed by a performance by a singing group from the New York City Labor Theatre singing "Songs of Working People."

Members attended workshops on:

—The new State Occupational Safety and Health and the Toxic Substances laws which take effect Jan. 1, 1981 with CSEA Collective Bargaining Specialist Nels Carlson and CSEA/State OSHA Committee member Sheila Brogan.

—Reform of Civil Service Law with Thomas Quimby, CSEA Legislative and Political Action Director Bernard Ryan and CSEA Attorney William Wallens.

—Retirement with Robert Rhubin of the New York State Employees Retirement System.



MANY MEMBERS OF Orange County Local 836 attended the Region III Workshop including, from left, Delores Dudley and Kay Cayton.



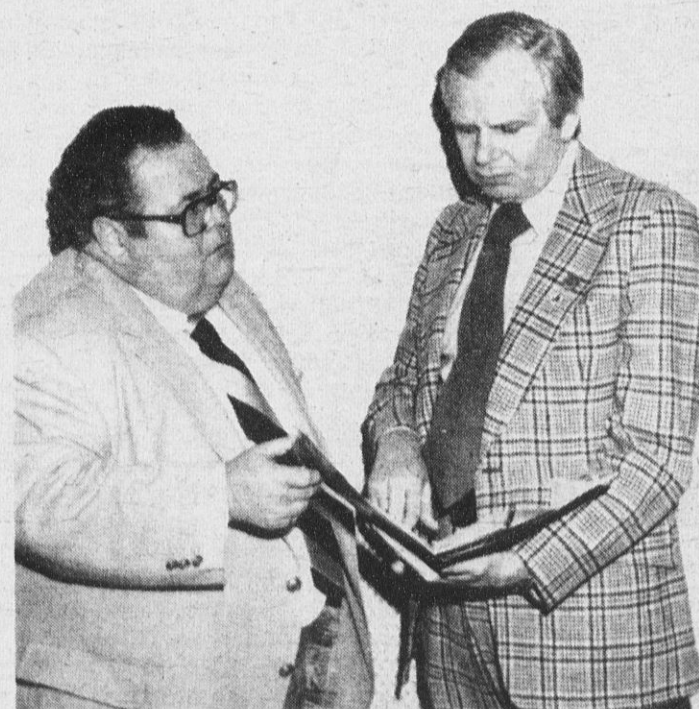
WESTCHESTER COUNTY LOCAL 860 members, from left, Michael Moravsky, Raymond Munoz and Barbara Rosengart are among those persons attending a session on the CSEA Employees Benefit Fund.



ROCKLAND COUNTY LOCAL 844 member Charles Jones, right, speaks with Southern Region III President James Lennon at the Region III workshop at West Point.



PALISADES INTERSTATE PARK COMMISSION LOCAL 105 member James McGinnis attends the Region III Workshop at West Point.



DISCUSSING THE RECENTLY NEGOTIATED CONTRACT between the CSEA Westchester County Unit and the county are Region III President James Lennon, left, and Unit President Raymond J. O'Connor, first vice president of Region III, while the two officers attend the Region III Workshop at West Point.

## Be ready! OSHA is almost here. Workshop prepares membership

WEST POINT — OSHA is coming, OSHA is coming and a special Saturday morning workshop was held at the Region III Workshop to prepare for it.

CSEA Safety Coordinator Nels Carlson and OSHA Committee Member Sheila Brogan led the session. The large turnout at the session indicated the great deal of interest among public employees on its impact at their working places.

The program included a discussion on the various types of safety and health complaints which can be lodged as well as a description of the various types of violations: Willful, serious, other than serious, de minimus (not directly related to safety or health), repeated or failure to abate.

Carlson noted that union representatives must be notified when an inspection takes place and may accompany the inspector. When such an inspection is held, moreover, it does not have to be limited to the hazard raised.

The union's safety coordinator also outlined enforcement procedures, explaining what to do in an "imminent danger" and reviewed what happens if an employer seeks a variance. In all instances, safeguards are provided to look after employees' interests, he said.

The law also protects employees who make complaints from being discriminated against.

Carlson said: "OSHA is not as difficult to understand as people think it is." And the workshop was a step in that direction.

ATTENDING THE SOUTHERN REGION III WORKSHOP is the region's Education Committee including, from left, Millicent DeRosa, Katz, Chairman Janice Schaff, Grace Woods, Patricia Nealon and Madeline Mackey.



ENQUET SPEAKER DR. MARGARET P. OLSEN, associate dean of the Empire State College told members at region III workshop how to get credit for life experiences which can be put toward a degree. Pictured with Olsen is Thomas Luposello, Region III Director.

## 1980's: 'Decade of the adult'

WEST POINT — Calling the 1980s, "the decade of the It," Empire State College Associate Dean Dr. Margaret Olson spoke at the opening session of the Region III Workshop on the idea of life-long learning.

Dr. Olson said the "demand for credentials sometimes es public employees.

"The college reaches out to people who are learning on the job that they would have previously learned at school, and awards credits for life experiences that can be toward a degree. "Colleges are now more consumer oriented, are actively recruiting adults, and no longer treating them as if they were 18 to 22 years old.

"Empire State, for example, provides flexibility in eduling as well as a non-traditional approach, based on recognition that students have experience behind them, aren't blank pages that must be thought."

She also spoke of the sense of personal accomplishment well as of the practical and social benefits derived from her education and said "the best people in the whole world to teach are adults."

Dr. Olson's office is at 10 Mitchell Place, White Plains.

## Swing to right a blow to Civil Service Law reform

WEST POINT — "The extreme right wing has decided to make Civil Service Law reform to the detriment of public employees a top legislative priority for the 1980s."

So warned CSEA Legislative and Political Action Director Bernard Ryan when he spoke recently at the Southern Region III Workshop: Leadership in the 1980s, held at the U.S. Military Academy.

Ryan identified the three major areas the attempts to reform — reform — Civil Service Law appear to be heading:

- Increase the Rule of Three to a rule of five, 10 or the whole list, thereby giving the politicians more discretion on hirings and promotions and reducing the importance of merit.

- Giving management greater powers to transfer employees to other work sites which can be used as a tool of retribution against union activists.

- Increasing the number of employees who would be classified Management or Confidential, thereby weakening the unions and leaving many employees without the protections of the Taylor Law.

Ryan said as the 1981 legislative session will soon be upon us and while the New Right, the Moral Majority, Common Cause and other groups stand ready to push for the reform legislation,

"CSEA stands in their way."

He also was critical of many of the changes in Civil Service Law proposed by New York City Mayor Edward Koch which include bills to change seniority, consolidate bargaining units and add other factors in addition to seniority to determine layoffs as well as the other reforms already identified.

He said CSEA also is opposing a proposal by Gov. Hugh L. Carey to apply the rule of three to preferred lists which would be a weapon to use against union activists.

Ryan said CSEA members will be kept informed on Civil Service Law through The Public Sector, regional conferences and political training on the local level.

CSEA Education Director Thomas Quimby spoke on Taylor Law reform, outlining five changes in the law CSEA would like to see enacted including:

To retain all parts of an expired contract until a new agreement is reached; to institute the presumption of arbitrability into all public employee contracts; to require injunctive notice be given to a union involved in an alleged job action; to repeal the two-for-one penalty for job actions or to make it negotiable; and to exempt unions from sanctions when a strike is proven to have been provoked by management.



AMONG THOSE ATTENDING THE WORKSHOP SESSION on Civil Service Law reform are, from left, Ruth Rainey, John Catoe and Karen Cheatem, all of Westchester County Local 860.

WASSAIC DEVELOPMENTAL CENTER LOCAL 426 President Harold Ryan rises to make a point during a discussion at the Region III Workshop at West Point.

## Region



CSEA STATEWIDE SECRETARY Irene Carr is greeted by Green Haven Correctional Facility Local 158 President William Kenneweg at the Southern Region III Workshop at West Point.





# Union cites state's failure to clear many safety infractions at state labs

ALBANY — Concern not only for members working in state operated laboratories located in Albany's Empire State Plaza, but for those in offices adjacent to the scientific research facility, has prompted Capital Region Civil Service Employees Assn. officials to insist that the state give immediate attention to correcting safety violations there.

Unsafe conditions revealed during an inspection by the Capital Police could lead to a fire or an explosion, endangering everyone in the building, said Jack Corcoran, CSEA Capital Region director.

"We have a dual responsibility," he commented. "We are responsible for the health and safety of laboratory employees, as well as clerical workers, here, who don't know what danger they may be in. We are talking about two bargaining units."

CSEA obtained reports from one inspection done in July of this year by Capital Police and a follow-up inspection done in November. After comparing the two reports, CSEA concluded that "a majority of the deficiencies were not corrected after the first inspection."

The hazards include:

- Inadequate storage for flammable and combustible substances.
- A fire door which does not close tight enough.
- Unchained gas cylinders.
- The lack of a sprinkler system in one area.
- Nonworking and uninspected fire extinguishers.
- Missing ceiling tiles (Drafts from the ceiling could fan a fire and provide a route for it to spread.)

• Inadequate storage for materials and equipment.

• Insufficient electrical outlets, leading to the use of lead cords.

After what the union termed an "unsatisfactory meeting" to discuss the situation with Lab and Research management in November, Corcoran wrote to Joseph Conroy, labor relations representative for the division, requesting an immediate meeting, and that the CSEA be allowed to accompany Capital Police and the Bureau of Fire Prevention and Control of the Department of state, when the agencies make separate inspections of the facility in January.

The state's refusal to comply with these requests, can only lead the CSEA to believe they're trying to cover something up, Corcoran charged in his letter.



**LONG ISLAND REGION I PRESIDENT** Danny Donohue, left, presents certificates to the region's steward trainers who went through a week-long AFSCME training program, including, from left standing, Carol Craig, Edward Ochenkowski, Bud Scudder, Jean Frazier,

Gregory Szurnicki and Pat D'Allesio right front; sitting, Louis Mannellino, Jerome Donohue and Millie Vassallo. Donohue said locals and units seeking the training program must go through the local president to the region.

## Candidates nominated

ALBANY — CSEA's Statewide Nominating Committee has placed the names of three CSEA members in nomination for each of two special elections to be held to fill vacancies on the union's Board of Directors.

Committee Chairperson Jerry Frieday announced that the names of the nominees will be placed on the ballots in special elections to be held for Board representatives for Region IV's Education Local and Monroe County Local 828.

Nominated for the Region IV post were: Mazie Fort, Ruth Hathaway and Myrtle Major.

Nominated for the Monroe County post were: Patricia Gooden, George Growney and Cliff Roberts.

Members interested in either of these offices and not nominated can gain placement on the election ballots by submitting appropriate petitions for nomination by no later than January 8. Details on this procedure can be obtained by contacting CSEA Executive Director Joseph J. Dolan, Jr., 33 Elk Street, Albany, New York 12207.

## Italian earthquake relief appeal made

MINEOLA — More than 20,000 members of the Nassau Local 830 — and other members of the Civil Service Employees Association — have been urged to contribute aid for the relief of victims of the earthquake in Italy.

An appeal was issued by government leaders and Nick Abbatiello, president of the Nassau Local, directed to civil service employees and residents of the county.

"Thousands of families are facing what should be the most joyous season without loved ones, homes, food or clothing," Abbatiello said.

He urged members to send gifts to the Italian Disaster Relief Fund being administered by the Order of Sons of Italy. Checks may be sent in care of Peter R. Zuzolo, New York State Grand Venerable of the Sons of Italy, at 42 Clark St., Massapequa, N.Y. 11762.

Among those who joined in the appeal were: Francis T. Purcell, county executive; supervisors James Bennett, Joseph Colby, Michael Tully, Hannah Komanoff and Alan Parente; Nassau Republican Chairman Joseph Margiotta; former Assembly Speaker Joseph Carlino; Nassau Democratic Chairman Stanley Harwood; Assemblyman Thomas Gulotta; Police Commissioner Sam Rozzi, and Emilio Defilippo, an administrator in the county Department of Public Works.



**SUFFOLK COUNTY LOCAL 852 President** Ben Boczkowski speaks with newly sworn-in officers of the Suffolk Country Motor Vehicle Department

Unit, from left, Mickie DeMita, treasurer; Marge Zawada, vice president; and Gwen Nolan, president.



# Report of the Special Committee to Study the CSEA/AFSCME Affiliation

(Editor's note: The following report by the Special Committee to Study the CSEA/AFSCME Affiliation was presented to members of CSEA's Board of Directors on December 11, 1980, along with a copy of the current affiliation agreement (previously printed in *The Public Sector*); transcripts from meetings conducted with CSEA officers and members at various locations across the state; and a report by a regional committee from CSEA Region V which conducted its own affiliation study. The Report of the Special Committee to Study the CSEA/AFSCME Affiliation is printed on the following three pages for the general information of the CSEA membership).

## I. INTRODUCTION

On May 8, 1980, the Board of Directors of the Civil Service Employees Association adopted a resolution directing the appointment of a committee from the Board to study the affiliation of the CSEA and the American Federation of State, County and Municipal Employees, AFL-CIO.

CSEA and AFSCME affiliated on April 21, 1978, under terms of a written agreement detailing the nature of the affiliation relationship, the rights and privileges of the parties, and the cost of the affiliation in per capita payments by CSEA to AFSCME International. This agreement was for a term of three years whereupon it would become reviewable by the parties and could be terminated upon written notice by either party no later than sixty (60) days prior to the expiration of the affiliation period.

The Board authorized this agreement on April 21, 1978, as did the International Executive Board of AFSCME. The agreement was subsequently signed by CSEA President McGowan and AFSCME President Wurf. A copy of the agreement is presented as an addendum to this report.

On May 8, 1980, the Board adopted a resolution directing the appointment of a committee from the Board to study the affiliation. On June 2, 1980, President McGowan appointed the Special Committee to Study the AFSCME Affiliation, with representation from each Region of CSEA. The Committee was directed to review the record of the affiliation and ascertain pertinent issues related to the continuation of this affiliation behind the term of the present agreement.

The Committee has conducted an extensive review of the record and has interviewed President McGowan, AFSCME President Wurf and scores of CSEA members from across the State of New York. Officials of the International were interviewed by the Committee at AFSCME Headquarters in Washington, D.C., and were asked to answer questions and describe their experiences with CSEA during the period of the present affiliation. Similarly, Department Heads of CSEA and representatives of CSEA employee unions were invited to meet with the Committee in Albany for the same purpose.

Of particular relevance to the Committee's function was a series of hearings conducted in each Region of CSEA to invite membership questions and statements concerning the present and future relationships of CSEA and AFSCME. Verbatim minutes of these meetings were taken and transcripts from the hearings are transmitted with this report for permanent record.

Notification of these meetings and stories and photographs concerning them were published in the official publication of the CSEA, "The Public Sector." Further, on the assumption that some CSEA members could not attend the Regional hearings, the Committee made a direct appeal to the membership to submit questions and statements in writing to the Committee. This appeal was also published in "The Public Sector."

Dates and locations of the Committee's membership meetings were: Region One, November 18, Plainville; Region Two, November 2, New York City; Region Three, October 29, White Plains and October 30, Newburgh; Region Four, November 21, Glens Falls and November 22, Albany; Region Five, November 15, Syracuse; and Region Six, October 25, at Batavia.

To the extent possible, the Committee attempted to answer any membership questions posed at the hearings when the answer to such questions was contained in information previously obtained by the Committee. All questions posed, answered or otherwise, were entered into the record and were reviewed by the Committee in approaching the drafting of this report.

It is not the function of this Committee to defend or attack either the present relationship of CSEA and AFSCME or any further relationship. Nor is it the function of this Committee to negotiate a successor agreement to the present affiliation agreement. The Committee has not approached its mission on the premise of providing conditions as part of any ongoing negotiations between CSEA and AFSCME. Its efforts have been directed solely to its charge of reviewing the record and determining issues related to the affiliation that are of concern to CSEA.

This report is submitted for informational purposes and does not contain any recommendation by this Committee in support or opposition to a continuation of the affiliation of CSEA and AFSCME. The reason for this position is the procedure for approving any future affiliation and the ongoing nature of discussions on this issue.

At the CSEA Annual Delegates Meeting on October 24, 1979, the Delegates adopted on first reading an amendment to Article Ten of the Constitution of CSEA. The amendment states, "Any affiliation or merger of the Civil Service Employees Association, Inc. with another organization after approval by the Board of Directors must be ratified by a majority vote of the delegate body in order to be effective."

This amendment was subsequently enacted by adoption upon second reading at the CSEA Special Delegates Meeting on March 10, 1980.

President McGowan has meeting the Committee that he has been discussing the future of the affiliation relationship with AFSCME President Wurf. It is President McGowan's intention to attempt to arrive at a mutually agreeable continuation of the relationship of CSEA and AFSCME to present to the Board of Directors and the Delegates by the end of January 1981 for approval.

Such discussions must involve the specifics of the affiliation agreement in much the same way that the present agreement provides specific details concerning the rights and privileges of the parties and the costs of affiliation. In the absence of a conclusion to those discussions, it would be purely speculative for this Committee to make any recommendation concerning the future relationship of CSEA and AFSCME. While this Committee feels that it has ascertained the major areas of concern of the membership relative to continuation of a CSEA/AFSCME affiliation, the Committee obviously cannot assess how a future affiliation agreement addresses those concerns without access to the completed agreement.

It is the intention of this Committee, therefore, to review the provisions of the present agreement as they relate to the areas of concern we have identified for informational purposes. How a successor agreement relates to these concerns must, of necessity, await judgement at some later date.

## II. THE CSEA/AFSCME AFFILIATION AGREEMENT, 1978-81

In its hearings with CSEA membership across the state, the Committee noted that the actual provisions of the present affiliation agreement are not widely known. To discuss the areas of concern that we have identified, the Committee felt it prudent to review the provisions of the present agreement to make the concerns more relevant.

Further, the Committee has asked, and President McGowan has directed, that the text of the present affiliation agreement be published in the official publication for infor-

mational purposes. It is the opinion of the Committee that the membership and its elected leadership cannot make an intelligent decision concerning continuation of this affiliation without the foundation of the present agreement from which to judge any future agreement.

For the purposes of clarity, the basic provisions of the present agreement require elaboration.

Paragraph two of the agreement notes the parallel interests of the two unions:

"AFSCME and CSEA have as their common objective and purposes to improve the conditions of their members, to advance their interests as public employees, and to represent them with respect to all terms and conditions of employment, including their representation in collective bargaining and in the negotiations of agreements which promote the well-being of their members and their families."

Beyond this notation of the community of interest of CSEA and AFSCME, the agreement also established the purpose of the affiliation:

"AFSCME and CSEA hereby pledge their full cooperation from this day forward to promote and advance the welfare of all public employees with respect to all terms and conditions of employment, through the use of effective collective bargaining techniques, to uphold and extend the principles of merit and fitness in public employment and to advance the interests of all public employees."

Ten subsequent articles to the agreement provide the details of the relationship, the rights and privileges of the parties, and the financial implications of the affiliation. These articles:

- recognize the Articles of Incorporation and Constitution and By-Laws of CSEA and continue them as the governing structure of CSEA. This allowed CSEA to continue to function under its own traditional Constitution and By-Laws. CSEA maintained internal control of dues decisions, internal election procedures, offices and terms of office, personnel decisions, contractual and economic policies, political action options and other traditionally internal decisions. This provided the "autonomy" factor that is frequently mentioned in reference to this affiliation agreement.

- establish the financial aspects of the relationship by providing for the payment by CSEA to AFSCME during the term of the agreement of \$2.90 per member (and agency shop fee payor) per month. Another article provided for a payment by AFSCME to CSEA of a decreasing sum to finance "organizing activities". This sum was \$2.65 per member (and agency shop fee payor) per month in the first year of the agreement and \$2.40 per member (and agency shop fee payor) per month in the second year of the agreement. There was no similar provision for the third year of the agreement. Effectively, CSEA realized a net cost from the affiliation of \$0.25 per member, per month in the first year of the agreement, \$0.50 per member, per month in the second year of the agreement, and the full \$2.90 per member, per month in the final year of the present agreement.

- provide in the agreement a commitment for services to CSEA: "AFSCME also agrees to provide, upon request by CSEA, assistance in negotiation, organizing, legislative and political activities, public relations, research, education and in representation before the federal government."

- provide CSEA with jurisdiction within AFSCME to represent all public employees presently represented by CSEA, and all other public employees outside of the City of New York excepting those represented at the time of the agreement by other AFSCME councils or locals. This provision reserved AFSCME organizing rights for public employees in New York State, outside of New York City, to CSEA in instances where they are presently unrepresented by CSEA or AFSCME.

- extend to CSEA, "... all the benefits of affiliation with the AFL-CIO ...". This provision guarantees to CSEA the "no-raiding" protection of Article 20 of the Constitution of the AFL-CIO. That Article prohibits member unions of the AFL-CIO and their subordinate bodies from seeking representation of any group of workers presently holding an established collective bargaining relationship with another AFL-CIO member union or subordinate body. The article provides strong sanctions for any violation, but it is a two-way restriction. Other AFL-CIO affiliates may not challenge CSEA and CSEA may not challenge them.

- identify CSEA as a single entity within AFSCME as "Local 1000" and creates a single "Legislative District" for CSEA. This allows CSEA a specified amount of representation on the International Executive Board of AFSCME — in this case two representatives — who are elected exclusively from within CSEA.

- allow CSEA to make independent decisions concerning its relations with state and city central bodies of the AFL-CIO, such as the New York State AFL-CIO. AFSCME's Constitution makes membership by Locals and Councils in such bodies mandatory. This provision exempts CSEA from the mandate.

- continue CSEA's title to its name, "... and any and all other assets of CSEA at the time of the execution of this agreement, or acquired by CSEA during the terms of this agreement ...".

- provide for the right of either party to terminate the agreement at the end of a three year period from the date that the agreement took effect. To terminate the agreement, one party must notify the other party of its intention to do so no later than sixty (60) days prior to the end of the three year period. This provision provides the options which CSEA now may consider to sever its relationship with AFSCME or to modify the agreement in a manner that CSEA and AFSCME deem acceptable. AFSCME, of course, also retains the right to sever the relationship.

By its amendment to the Constitution and By-Laws of the CSEA, the Delegate body, has reserved the right to approve continuation of affiliation.

## III. AFFILIATION ISSUES

It shall be noted that the affiliation of CSEA and AFSCME was truly an event of historic proportions in the American labor movement.

CSEA had taken great pride in its 68 year old tradition of independence and autonomy. Representing nearly 300,000 public employees across New York State, CSEA was a union of substantial size even by the standards of national labor unions.

Constant challenges to CSEA's representation in bargaining units across the State of New York had been occurring since the first recognition elections began with the creation of bargaining units following enactment of the Public Employees Fair Employment Act of 1968, more commonly known as the Taylor Law.

In a short period of time, CSEA suddenly and dramatically ended one era and began another by affiliating with AFSCME, the largest public employee union in the AFL-CIO and a union that had been seeking CSEA affiliation for several years. That a period of several years of on and off discussion of affiliation finally ended in agreement just weeks after CSEA was defeated in a representation election for a major state bargaining unit only added to the drama.

For a period after the affiliation, little if anything happened. President McGowan issued a directive that any requests for assistance to the International were to be handled in an orderly manner, through the Regional offices and then through the President's Office in headquarters. Slowly the requests for assistance began to flow and they have apparently increased with regularity ever since.

(Continued on Page 10)



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The assistance that the International provides to CSEA appears in the records of the union from many sources. In speeches, written publications and even in the interviews conducted by this Committee, there is a recurring theme from the International that it stands ready to assist CSEA in any reasonable way that it can to achieve the goals of the affiliation as previously stated.

The Committee found in its study, that the International maintains services of significant value to CSEA. Like CSEA, the International maintains a research capability, a communications capability, a political action capability, and other resources that are essential to effective labor relations. Yet the International's resources are adapted to national, rather than state, needs and because of the size and diversity of AFSCME's total membership, the resources have greater depth in funding, specialization, and staffing.

For example, the International maintains a Department of Public Policy Analysis, which has the capability to identify, research and monitor various national policy issues of significant interest and potential impact for public employees. CSEA lacks the resources to provide such a service.

In other areas, while the International and CSEA may have similar functions, for example in communications and research, the resource of the International is available as a supplement to the CSEA operation, not a replacement. In this way AFSCME can provide CSEA with invaluable professional support when needed without providing the burden of supporting a permanent resource that is infrequently used.

As part of its review of the records relating to the CSEA and AFSCME affiliation, the Committee obtained a copy of, "The Final Report of the Region V Committee to Study The Affiliation." This report was prepared by seven members of Region V, appointed by the Regional President in response to a membership request for information at a Regional meeting on May 12, 1979.

The Region V Committee report dealt in depth with the resource of AFSCME available to CSEA as well as other related topics. For informational purposes, a copy of the Region V Committee report is attached as an addendum to this report.

This Committee has identified through its interviews, hearings and research, several issues which it feels are of vital concern to the membership of the union in their view of CSEA's relationship with AFSCME. None of these issues, interestingly, related to the quality or quantity of services provided to CSEA by AFSCME in any specific manner.

While there seems to be a concern, particularly within AFSCME, that CSEA has not used the International's resources to their fullest extent, there appears to be satisfaction within CSEA that when CSEA called upon AFSCME for support and assistance through its resources, the necessary support and assistance was forthcoming.

It is not the intention of this Committee to ignore the question of the services provided by AFSCME to CSEA, but rather it is our concern that the principal issues related to the affiliation, as they are perceived by the membership and leadership of CSEA, be addressed.

In view of the history of CSEA and its constant pride in its independence, it is not surprising that one of the central areas of concern relative to the affiliation found by the Committee deals with autonomy and independence. Equally obvious is the concern over the cost of any future agreement. The Committee also identified the permanence of term of any future agreement as a significant issue. Finally, the Committee found representation within AFSCME to be an issue of significant concern.

The broad nature of points of view on these issues requires separate and distinct treatment of each issue by topic. Again, the Committee wishes to instruct the reader that it is not our intention within this report to pass judgement on the issues that we have identified. Rather our function, as we have pursued it, is to identify the issues and present insight into our understanding of the issues.

## A. Autonomy

If there was any concern that this Committee identified which could be truly called universal, it is the issue of autonomy or independence.

In its discussions with President McGowan, with local leadership, and with rank and file members attending Committee hearings, the Committee found strong concerns about any reduction in the provisions for autonomy provided in the present affiliation agreement. Articles two (2) and three (3) of the present agreement authorize CSEA to retain its Articles of Incorporation and its Constitution and By-Laws.

Further, these articles spell out the practical effect of the retention of these cornerstones of CSEA's structure by specifically acknowledging the independence of CSEA in making determinations concerning dues, election of officers, personnel, contracts and economic action and political activities.

The Committee was impressed by the regularity of questions at hearings for an explanation of the difference between the terms "affiliation" and "merger". To the extent possible, the Committee attempted to deal with these questions. It is of some importance that this same issue be dealt with in this report.

The term "affiliation" refers to a relationship in which two or more entities or organizations associate for the purposes of achieving some common goal. Implicit in this term, is the understanding that the entities remain distinguishable, one from the other. In an affiliation relationship, two organizations can come together under mutually agreeable terms to achieve some common purpose while retaining the separate identities which they held prior to the relationship.

By contrast, the term "merger" implies that two or more entities or organizations come together, again for some common purpose, but unlike an affiliation, a merger generally results in the loss of identity for some, or all, of the parties. In a merger, an entity may subordinate itself to another organization and essentially cease to exist. Similarly, in some mergers, all entities involved subordinate themselves and create a new entity comprised of all the parties to the merger.

The present relationship between CSEA and AFSCME is truly an affiliation in which each of the parties agree to work together for the common benefit of their members under mutually agreeable terms. Yet both CSEA and AFSCME maintain a distinct identity.

The Committee asked AFSCME if this type of relationship is unique to CSEA. It was informed that other AFSCME affiliates have also entered into relationships with the International while maintaining independent identities. Public employee unions in the State of Hawaii and the State of Washington are but two examples.

Several times, the Committee noted comments by members of CSEA relating either specifically or in a related manner to the question of autonomy.

One such issue dealt with an admitted rumor that a plan existed in which a continued relationship by CSEA with AFSCME would be based upon a division of the present CSEA, Local 1000, into six separate Councils or Local along the lines of the present CSEA Regions. While the designation of AFSCME structure as it applies to CSEA is a part of the present affiliation agreement (articles one (1) and six (6)) and therefore, presumably a subject of negotiations for any future relationship, President McGowan was emphatic in his appearance before the Committee that retention of the present

structure as CSEA, Local 1000, was a precondition for any consideration of a new agreement.

Further, in its meeting with President Wurf, the Committee found absolutely no indication that AFSCME had any desire, let alone intention, to change the designation of CSEA as a single Local constituting a single Legislative District.

The Committee has concluded that the rumor is in fact nothing more than that but it recognizes, however, that the fact that such rumors exist express a concern relative to the issue of autonomy.

Another major area of concern related to the issue of autonomy dealt with the subject of dues. In the opinion of the Committee the nature of the concern lies not so much with the financial implications of the affiliation (a topic covered in a subsequent section of this report), but rather with the concept of which body shall control questions relating to dues.

Articles of the present agreement leave no doubt about the control of dues under the present affiliation: "CSEA shall have full autonomy as a Local Union of AFSCME, and shall have the right to establish its own dues structure. . .".

While several members appearing before Committee hearings noted that the AFSCME Constitution provides for an automatic escalation of dues based on a complex national public employee income formula, the Committee felt that the members were more concerned about whether AFSCME could raise CSEA's dues automatically than they were about the escalation of AFSCME dues per se.

The Committee pointed out that the present agreement provided for a substantial cost to CSEA over the term of the present agreement, yet the issue of necessary dues actions to meet this cost were not provided for in the present agreement. Indeed, it expressly reserved the right to decide how best to meet this cost to the Delegate body which ultimately did meet to decide this issue.

The Committee concluded that there was a general concern that CSEA continue to control its own dues.

Another area of frequent concern, related to the subject of autonomy, dealt with political endorsements. Again, as in many of the questions with which this Committee was confronted, there appeared to be an absence of understanding of the terms of the present agreement.

Article three (3) of the present agreement specifically addresses this concern. It is the opinion of the Committee that independent judgement on political endorsements is a significant affiliation issue in the opinion of much of CSEA.

Questions were also raised during the course of the Committee's hearings concerning CSEA's ability to make decisions concerning retiree membership, resolution of internal disputes and staff issues.

Although retirees and internal disputes are not specifically addressed within the text of the present affiliation agreement, reference was made by the Committee to Articles two (2) and three (3) of the current agreement. Provisions for membership by retirees within CSEA and the resolution of internal disputes are topics covered by the Constitution and By-Laws of CSEA.

In the opinion of the Committee, the issue of autonomy or independence is of critical concern to the membership of CSEA. The Committee recognizes, and has so informed many of those who posed questions, that many of the issues raised at the hearings are subject to discussions concerning the future relationship of CSEA and AFSCME, discussions to which this Committee is not, and has never sought to be, a party.

## B. Cost

In some respects, a labor union reflects the concept of a business in which a service is provided to a member at cost to the member. Within most labor unions, unlike in business, it is the members themselves who determine what the cost of the service they receive shall be.

This concept of membership control of dues is clearly a part of the CSEA Constitution and By-Laws. It is of little wonder, therefore, that the construction of the present affiliation agreement between CSEA and AFSCME is quite clear on the subject of dues within CSEA and the union's right to continue to independently establish a level of dues.

Article three (3) of the agreement provides, "CSEA shall have full autonomy as a Local Union of AFSCME, and shall have the right to establish its own dues structure. . .".

The question of the relationship of dues and this affiliation or any future affiliation is an issue that involves more than just dollars. As previously noted, the issue also involves the issue of autonomy and the CSEA's traditional ability to establish its own dues levels. The Committee has concluded that this concern remains genuine in CSEA's consideration of any future relationship with AFSCME.

Yet the question of cost in actual dollars is something that must be considered. The present affiliation agreement, in article four (4), addresses this subject clearly. It required that CSEA pay a per capita to AFSCME of \$2.90 per month for every member and agency shop fee payor it represents (for the sake of simplicity this report will simply refer hereafter to "member").

On several occasions, the Committee was questioned about the status of per capita payment to AFSCME for part time members of CSEA. The Constitution and By-Laws provides for the payment of one half the normal CSEA dues by a represented member working twenty (20) hours or less per week. The Committee is informed that the per capita paid by CSEA to AFSCME is, nonetheless, the full per capita of \$2.90 per member, per month. The rebate paid back to CSEA by AFSCME during the first years of the affiliation was also the full rebate.

One clear concern expressed to the Committee during the course of its study was the per capita payment on part time members.

Presently, the per capita for AFSCME is \$3.05 per member, per month. Under the automatic escalation formula in AFSCME's Constitution, that per capita amount will increase to \$3.25 per member, per month effective January 1, 1981. CSEA's present affiliation agreement maintains the per capita cost to CSEA at \$2.90 per member, per month, the per capita in effect at the time the affiliation agreement was negotiated.

The agreement also provided for a "rebate" from AFSCME during the first two years of the agreement for "organizing activities". Article five (5) of the agreement establishes the amount of this rebate. In the first year of the agreement, it was \$2.65 per member, per month. In the second year, it was \$2.40 per member, per month. In the final year of the agreement, there was no provision for a rebate contained in the affiliation agreement.

The extent of these rebates can be seen in figures provided to CSEA by AFSCME. In the first two years of the agreement, CSEA paid to AFSCME approximately \$16.5 million in per capita. During that same period, AFSCME rebated to CSEA approximately \$14.5 million. The "net" payment to AFSCME by CSEA during this period, therefore, was approximately two million dollars. Relatedly, the International maintains that during this period it expended more than three million dollars on behalf of CSEA through grants, a joint institutional advertising campaign, legal expenses, political action, liaison offices and staff, etc.



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Obviously, the third year of the present affiliation agreement alters the picture of the first two years dramatically. In the final year, for example, the agreement provides for the payment by CSEA to AFSCME of approximately \$7.2 million. Just as obviously, the International will have made expenditures in this period for grants, services and other assistance to CSEA, but no precise estimates of this expenditure were obtained by the Committee.

The Committee lacked both the time and resources to conduct an "audit" of the financial relationship of CSEA and AFSCME. It is the opinion of the Committee that certification of expenditures related to this affiliation are not the responsibility of the Committee.

Yet the Committee was impressed by the number of questions raised at hearings on the subject of cost. Since this subject was expressly defined in the present affiliation agreement, the Committee assumes it is also a subject of the discussions which President McGowan is engaged in with President Wurf concerning any future relationship.

While the Committee found no express opinion on the "appropriate" cost of the affiliation, it did find that the subject of cost was a genuine concern. Notwithstanding the earlier stated opinion that CSEA solely control its own dues structure, the Committee found a general understanding that the cost of the affiliation did have an impact on the level of CSEA dues.

In its deliberations and, in fact, in some of its responses to questions posed at hearings, the Committee noted that in consideration of the cost of the affiliation, consideration must also be made to savings resulting from the affiliation.

The affiliation, for example, provides the rights and privileges of affiliation with the AFL-CIO including the "no-raiding" protection of Article 20 of the AFL-CIO Constitution. The Committee presumes that absent that protection, CSEA would be faced with potential challenges from AFL-CIO member unions and their subordinates. The cost of fighting such challenges is potentially significant and the loss of revenue resulting from the loss of a bargaining unit is also potentially significant.

The Committee feels, therefore, that in consideration of the cost of an affiliation, there should also be consideration of the potential cost of not affiliating.

## C. Permanence

One of the general areas of concern isolated by the Committee dealt with the permanence of any future relationship with AFSCME. It is noted, for example, that article nine (9) of the present agreement provides for a termination period at the end of the agreement. Either of the parties could choose during this period to terminate the affiliation upon written notice to the other party at least sixty days prior to the expiration of the agreement.

Here the Committee found a lack of consensus on this issue. There was also a lack of understanding about the implications of a permanent relationship versus a temporary relationship.

Several persons appearing at the hearings, for example, said a "permanent" relationship could be acceptable to them if they, at some unspecified point in the future, could "walk away" from the relationship.

Equally evident was a lack of knowledge and concern over the "consequences" of attempting to dissolve a permanent relationship should CSEA enter such a relationship. Indeed, questions were posed concerning the legal ramifications of such a possibility in view of "ownership" of CSEA contracts in public employee bargaining units.

Questions on this subject also related to the dues questions and what impact any permanent relationship would have on CSEA's fiscal obligations to AFSCME.

It is the finding of the Committee that there are so many questions surrounding the subject of a "renewable" versus a "permanent" relationship and so many conflicting opinions on the issue that it is impossible to render any specific opinion on precisely what the concerns of the membership are.

Further, the Committee notes that this subject, as so many others we identified, is a part of the present agreement and as such is, presumably, a subject of the ongoing discussions between CSEA and AFSCME over the provisions of a possible successor agreement.

The questions on this subject were sufficiently numerous, in the Committee's opinion, to justify a recommendation that when consideration is given to action on any future relationship, that any provisions of that relationship relating to this issue be explained in detail.

## D. Representation

Article six (6) of the current CSEA/AFSCME affiliation agreement provides for the creation within AFSCME of a single Legislative District to be comprised of CSEA, Local 1000. The agreement provides that this Legislative District shall send two International Vice Presidents to sit on the International Executive Board of AFSCME.

Special provision was made for the immediate election of the CSEA International Vice Presidents by the Board pending the normal election process to take place by CSEA's Delegates to the AFSCME International Convention in 1980. The CSEA Delegates were to be elected in a manner and number consistent with the AFSCME Constitution.

Two International Executive Vice Presidents were elected by the Board of Directors shortly after the affiliation in 1978, and, as provided for in the agreement, CSEA elected 223 Delegates to participate in the 1980 AFSCME Convention. Those Delegates elected International Vice Presidents pursuant to AFSCME's Constitution.

The Committee has identified the subject of representation within AFSCME as a concern related to the consideration of any future relationship. This conclusion was reached after several questions were raised during the Committee's hearings concerning the subject of CSEA representation on the International Executive Board. No questions were ever posed to this Committee in connection with the election, certification or function of the CSEA Delegates to the AFSCME Convention.

The International Executive Board is authorized under Article VIII, Section One of the AFSCME Constitution to be, "... the highest legislative and policy-making body of this Federation except when the convention is in session." The power of the International Executive Board is the same as that of the Convention, except that the IEB cannot amend the Constitution of AFSCME, nor can it act as the final authority on administrative appeals. It is comprised of the International President and Secretary-Treasurer and International Vice Presidents elected from the AFSCME Legislative Districts.

During the Committee's hearings, concerns were raised that the representation by CSEA on the International Executive Board is not proportional to the union's membership within AFSCME. It was noted, for example, that there are currently 23 representatives on the IEB. CSEA, with two International Vice Presidents, comprises less than nine percent of the IEB's voting strength, yet CSEA's membership comprises more than twenty percent of AFSCME's membership.

The Committee does not propose to pass judgment on the validity of this complaint. Construction of the International Executive Board is a part of the AFSCME Constitution as is the formula that determines the number of International Vice Presidents from each Legislative District. The Committee feels obligated, however, to note that the

issue of representation on the International Executive Board appears to be a concern.

As earlier noted, the Committee heard no complaints concerning CSEA representation within the AFSCME Delegate structure.

## IV. Conclusion

CSEA will shortly have to make a decision about the future of its relationship with the American Federation of State, County and Municipal Employees, AFL-CIO. The current three year affiliation agreement will expire in April, 1981 and while termination of that agreement is an option, it is an option that must be exercised no later than 60 days before the expiration of the present agreement.

This Committee was appointed by President McGowan at the direction of the Board of Directors to study the affiliation of the CSEA and AFSCME and to issue a report to the Board. The Committee has accepted a charge to familiarize itself with CSEA's relationship with AFSCME, the provisions of the present affiliation agreement, and to hold membership hearings in each Region of CSEA to solicit membership questions and statements concerning this affiliation and any potential future relationship between CSEA and AFSCME.

This Committee recognizes that while it was conducting its study, discussions were continuing between CSEA and AFSCME to reach a mutually acceptable agreement for a continuing relationship. This agreement, when reached, is subject to the approval of the Board and, subsequently, to the approval of the Delegates of CSEA.

The Committee has not been a party to the negotiations between President McGowan and President Wurf concerning a potential agreement and while the Committee feels it has identified several broad areas of membership concern relative to the affiliation, the Committee can only report on its findings on these concerns in the absence of a completed tentative agreement.

After conducting its study, the Committee has concluded that the issue of CSEA independence or autonomy under any future affiliation agreement is of critical concern to the membership of CSEA. The present affiliation agreement makes several specific and sweeping references to this issue and clearly maintains the right of CSEA to keep its Articles of Incorporation, Constitution and By-Laws, and rights to decide dues, structure, election of officers, personnel questions, political action issues, contractual and economic issues, etc.

The Committee concluded that there was virtually universal concern that such protections of the autonomy of CSEA be maintained in any future agreement.

Cost of the affiliation was also identified by the Committee as a concern in any future agreement. The Committee did not find any consensus on what the cost should be, but it did find clear concern over the per capita payments by CSEA to AFSCME for part time employees. It was noted that CSEA is paying full per capita to AFSCME under the current affiliation agreement, but receiving only half the normal dues from part time members.

The Committee noted that in consideration of the cost of any future affiliation with AFSCME, logic dictates that consideration be similarly given for the avoidance of cost that such an affiliation can provide. Specific reference is made to the "no raiding" provision of Article 20 of the AFL-CIO's Constitution which is extended to protect CSEA under the AFSCME affiliation.

Questions concerning the permanence of any future relationship with AFSCME were commonly broached to the Committee. It has concluded, however, that there is a great deal of misunderstanding on this subject and a lack of consensus. The Committee concluded, that there is general concern on the issue of a renewable affiliation agreement versus a permanent affiliation agreement. It recommends that any provision of any future agreement dealing with this issue be discussed in detail prior to action so the implications will be completely understood.

Finally, the Committee has identified a concern relative to CSEA's representation on the International Executive Board of AFSCME. Presently, the affiliation agreement provides for two CSEA International Vice Presidents. The Committee heard comments suggesting this number is disproportionate to the size of CSEA's membership as a proportion of the total AFSCME membership.

The Committee does not pass judgment on the validity of this complaint. It is noted that provisions for the election of International Vice Presidents on the International Executive Board are contained within the Constitution of AFSCME.

The Committee is satisfied that it has identified several broad areas of concern relating to the relationship of CSEA and AFSCME. It suggests that in evaluating any negotiated agreement to modify, extend, or reconstruct the present relationship, the ability of such an agreement to address these concerns be considered.

Respectfully Submitted: (December 11, 1980)

Robert L. Lattimer, Chairman  
Paul Christopher  
Michael Curtin  
Delores Farrell  
Felton King  
Maureen Malone  
Patrick Mascioli





## CSEA-State panel witness mental facilities' labor problems

# State psychiatric tour underway

The joint CSEA-State panel dealing with problems of the union's mental health system membership via a facility-by-facility tour program recently visited the Creedmore Psychiatric Center and the Manhattan Psychiatric Center. The panel previously toured a number of other upstate facilities, and will continue to visit facilities in the coming weeks.

The joint labor-management approach to dealing with various problems confronting CSEA's membership working in the Office of Mental Health and the Office of Mental Retardation and Developmental Disabilities was created in an effort to clear up as many of the labor-management problems at the facilities as possible.



CSEA PRESIDENT William L. McGowan, above center, discusses problems at Manhattan Psychiatric Center (MPC) with Metropolitan Region II President James Gripper, left, and MPC Local 413 President Ismael Lopez prior to a meeting between CSEA officials and a top-level management team.



HEADING THE MANAGEMENT TEAM (below), at both Creedmoor and Manhattan Psychiatric Centers for the meetings with CSEA President William L. McGowan and other CSEA officials are, from left, Governor's Office of Employee Relations Director Meyer Frucher and Commissioner of Mental Health James Prevost.



MEETING WITH TOP STATE MANAGEMENT (left), at Creedmoor Psychiatric Center (CPC) recently are CSEA officials including, from left, Assistant to CSEA President Judy Burgess, CPC Local 406 First Vice President Charles Bell, Metropolitan Region II President James Gripper, CSEA President William L. McGowan, Local 406 President Dorothy King, CSEA Attorney James Featherstonhaugh and consultant to CSEA on mental health Paula Lambert.



ATTENDING THE MEETING (above), at Creedmoor Psychiatric Center for CSEA are, from left, CSEA Attorney James Roemer, CSEA Field Representative Bart Brier and Metropolitan Region II Director George Bispham.

## Timetable set for 1981 election of officials

ALBANY — CSEA's Board of Directors has authorized a timetable for elections to designate new union regional officers, state executive committee members, and county educational representatives.

The schedule, according to Special Elections Committee Chairman Greg Szurnicki, is as follows:

### 1980

**December 31** — Deadline for selection of nominating committee.

### 1981

**January 14** — Meeting of Board of Directors Committee to select outside agency to conduct elections.

**January 16** — Meeting of Nominating Committee to outline duties and select Chairperson.

**March 1** — Report of Nominating Committee, and starting date to circulate independent nominating petitions.

**April 15** — Final date for independent petitions to be filed, and for substitute nominations to be made when prospective nominee declines running, and less than two candidates remain.

**April 20** — Drawing for position on ballot, 10:30 a.m., CSEA Headquarters, 33 Elk St., Albany. Candidates (or proxies) may attend.

**April 27** — Mailing of election rules and regulations to all candidates and local presidents.

**May 11** — Publication of names of candidates in PUBLIC SECTOR.

**May 14** — Ballots mailed at post office.

**May 26** — Replacement ballots available after this date, if original ballot not received in mail.

**June 22** — Deadline for returning ballots, 6:00 p.m.

**June 23** — Ballots removed from envelopes and prepared for counting. (Those which cannot be machine counted will be manually counted starting today.)

**June 25** — Deadline for returning replacement ballots, 6:00 p.m.

**June 26** — Vote count. Official results announced. Candidates notified by telegram.

**June 28** — Deadline to notify candidates of returns.

**July 6** — End of protest period, ten days after official count.

All dues paying union members in good standing as of April 1, 1981, will be eligible to vote.