

Member pressure, solidarity yield state pact with real \$\$ for members

See Page 2

Vol. 3 / No. 4

APRIL 2000

THE WORK FORCE

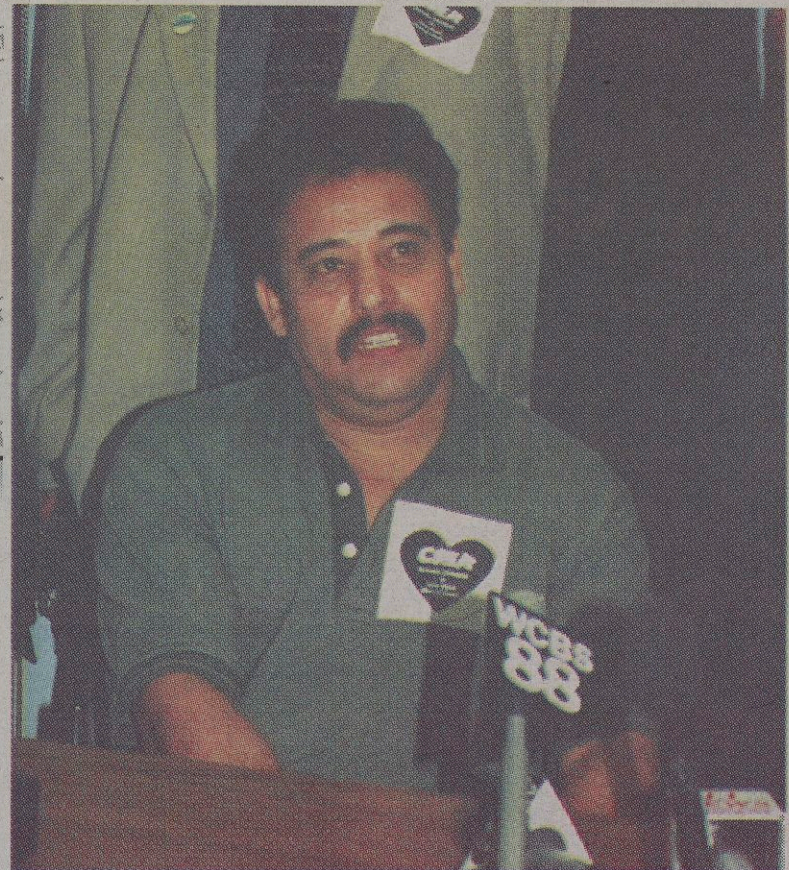
OFFICIAL PUBLICATION **CSEA** Local 1000, AFSCME, AFL-CIO

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:
File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BR

a. Name of Employer Long Beach Medical Center and Long Beach Memorial Nursing Home, Inc.	d. Employer Representative Martin F. Nestler, Jr.
c. Address (Street, city, state, and ZIP code) Long Beach, New York 11541-2300	g. Identify principal product Health Care
f. Type of Establishment (factory, mine, wholesaler, etc.) Hospital and Nursing Home	
h. The above-named employer has engaged in and is engaging in unfair labor practices and those unfair labor practices are practices affecting commerce within the meaning of Section 8(a)(5)	
2. Basis of the Charge (set forth a clear and concise statement of the charge)	
See Attached	



CSEA member Angel Alvarez

Beach Brawl!

See Page 3

Your tentative contract language and information is enclosed

CSEA mobilization, bargaining savvy yield tentative state contract deal

ALBANY — Nearly one year of membership mobilization, coupled with persistence at the bargaining table, has produced a tentative state contract for 77,000 CSEA-represented state employees.

The agreement calls for significantly better pay increases than a tentative agreement rejected by union members last March.

"CSEA's negotiating team has delivered what our members said they wanted," CSEA President Danny Donohue said.

"But we could not have had the results at the table without the individual efforts of our members who stood up in every part of this state over the past year to demand fairness and respect," he added.

Salary provisions

The four-year pact provides across-the-board increases and the elimination of pension contributions for members in Tiers 3 and 4 with 10 years of service in the state retirement system.

This provision alone equals 3 percent of salary annually, union leaders said.

CSEA members in Tiers 1 and 2 will earn an additional one month of service credit (up to 24 months) for each year of service which generates a significant pension boost.

Taken as a whole, just the raises and pension reductions put more than 22 percent of salary into the pockets of most CSEA members over the duration of the agreement.

The across-the-board increases are:

- 3 percent retroactive to October 1999 plus a \$500 bonus which will be counted towards

pension;

- 3 percent effective April 2000;
- 3.5 percent effective April 2001;
- 3.5 percent effective April 2002.

The raises, payable in April, were a major issue in the negotiations.

There are many improvements to health insurance coverage and some minor changes.

CSEA successfully negotiated the elimination of the additional premium cost for prescription coverage imposed on members when the state took over the drug coverage from the CSEA Employee Benefit Fund (EBF) over CSEA's objections last spring.

The prescription drug coverage will remain under the New York State Health Insurance Program.

There is an increase in funding for the CSEA Employee Benefit Fund (EBF), which will continue to provide dental and optical coverage.

Other highlights include improvements in hazardous duty pay, overtime meal allowances, standby/on-call pay,



CSEA Statewide President Danny Donohue, flanked by members of the negotiating team, holds a press conference in Albany to announce the union's tentative four-year pact with the state for CSEA's 77,000 state workers.

inconvenience pay, downstate location pay, along with an increase in the number of sick leave days that can be accumulated and be credited toward health insurance coverage in retirement.

CSEA's 25-person negotiating team, made up of union members and with the union's professional negotiators, met with the state almost weekly since last April.

Agreement on the tentative package was reached March 10. The union did not release any information publicly until leaders briefed state local presidents on contract language.

Members' actions were crucial

CSEA members dogged Gov. George Pataki at his appearances across the state for months, brought nearly 20,000 demonstrators to the Capitol for a rally Jan. 5 and conducted scores of work site actions and protests in support of a fair contract during the negotiations.

"CSEA members provide value to New York taxpayers every day and this contract fight demonstrated the work and needs of CSEA members must never be taken for granted," Donohue said.

CSEA members will receive the details of the contract the next several weeks.

Ratification ballots are scheduled to be mailed the week of April 3 with a return date of April 27.

The tentative agreement covers employees in four bargaining units; the Administrative Services Unit (ASU); the Institutional Services Unit (ISU); the Operational Services Unit (OSU); and the Division of Military and Naval Affairs (DMNA).

(See contract insert in this edition.)



Photo of the Month

VICTORY! Wanda Mason, CSEA Peru school district Unit president, leads a victory cheer with CSEA Peru Unit Vice President George Everleth, CSEA Organizers Geordie Pierce and Dean Shultis and CSEA Labor Relations Specialist Ken Luschia after a PERB-supervised representation election victory over the independent Teachers' Union. The challenger sought to raid CSEA for 163 non-instructional Peru School District employees.

Fighting union-busting tactics

It's war with Long Beach M.C.

LONG BEACH — CSEA continues to fight for the rights of unionized workers at the Long Beach Medical Center in the face of management's intimidation and other union-busting tactics.

"We are going to use every resource at CSEA's disposal to bring a contract home for the newest members of CSEA's family," said union President Danny Donohue.

"These workers deserve a contract that gives them economic security and protects their rights on the job," he stressed.

As the union pushes to negotiate its first contract for the 445 service and maintenance workers who voted in June for CSEA, managers continue to intimidate workers, retaliate against union activists and follow a pattern of discrimination especially against minorities, union officials said.

Union on the offensive

The union is responding to every attack on these members with the toughest possible tactics: coordinating legal actions and rallying public support from Long Island's labor activists and the Long Beach community, union leaders said.

Representatives from CSEA's international affiliate, the American Federation of State, County and Municipal Employees (AFSCME) and the AFL-CIO have also been working with CSEA on a community-building strategy and other ways to pressure hospital brass.

CSEA has filed several complaints with the National Labor Relations Board, charging managers are retaliating and discriminating against union activists for supporting CSEA and circulating a CSEA petition about contract talks. Both activities are protected by federal labor laws.

Not backing down

The union has also said its representatives were barred from meetings where managers meted out employee discipline.

Another charge was leveled by CSEA after the medical center unilaterally imposed a \$66 health insurance charge on CSEA-represented workers during contract negotiations.

Management requested half this amount from non-union workers.

"What else could that be but discrimination for being part of a union," said CSEA attorney Mike Ortiz.

"Management at the medical center has displayed an anti-union, anti-worker attitude for a long time," said CSEA Long Island Region President Nick LaMorte.

"It's time for them to treat their workers with respect and recognize CSEA is not walking away from this fight," he added.

Fighting the employee hit list

Angel Alvarez, a CSEA member at the medical center and active CSEA supporter, was suspended by managers in February for eight days without pay, issued a "final warning" and reassigned to a less desirable position because petitions that CSEA collected included some patient signatures.

"This petition was designed as a staff and community petition," said CSEA Labor Relations Specialist Heidi Horn.

"These patients are adults who are members of the community. There is no reason they should be prohibited from supporting the workers in their quest for health insurance coverage," Horn added.

Alvarez requested, but was denied, CSEA representation or even the presence of a co-worker when he was given the suspension.



Horn appeared at the hospital to represent Alvarez and to negotiate a resolution of any disciplinary action. She was excluded from the meeting by hospital officials who refused to negotiate Alvarez' disciplinary action with her.

Nancy Forestier and DuShawn Henderick, both CSEA-represented employees and long-time supporters of the union, were also suspended without pay in February, pending purported investigations of misconduct.

Telling the truth to the public

The union has taken its case to the public.

CSEA held a well-attended press conference to announce the unfair labor practice charges and publicize the incidents at the medical center.

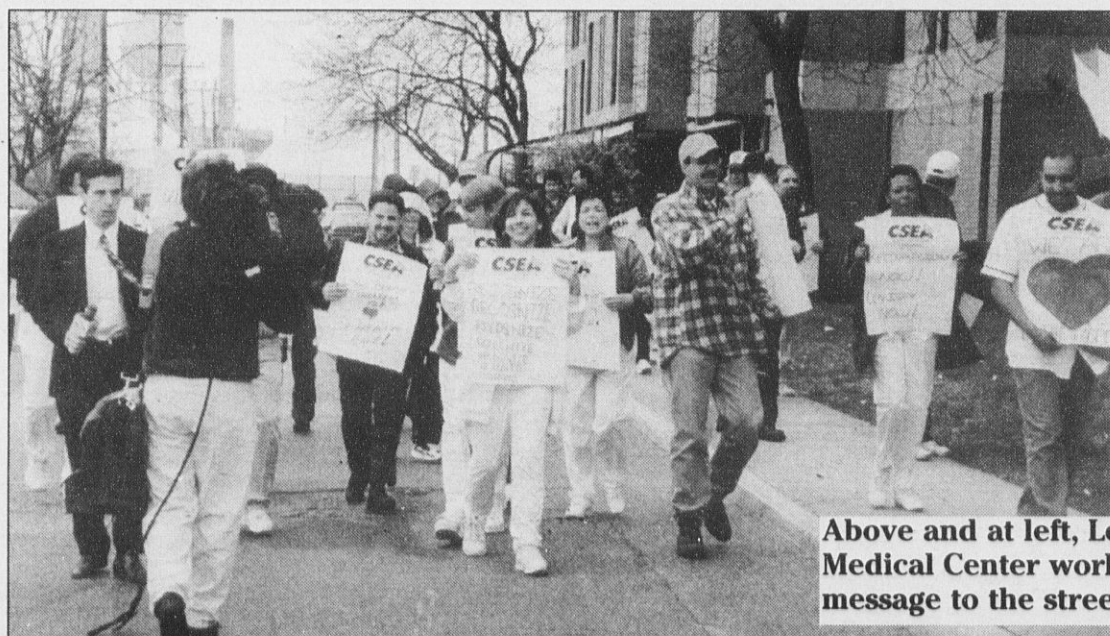
Alvarez, Forestier and Henderick attended the event, which generated extensive press coverage. Management was "in an uproar" about the coverage of CSEA's charges, hospital sources said.

CSEA has charged Long Beach Medical Center managers have unfairly treated minority workers during the heated contract battle.

"These managers have a shameful history of disrespecting the people who make the hospital work" said CSEA Long Island Region Director Ron King.

"We're taking every step to show them their actions are wrong, illegal and bad for the hospital's standing in the community," he added.

— Sheryl Jenks



Above and at left, Long Beach Medical Center workers take their message to the streets.

See President's column on Page 4 and editorial cartoon on Page 14.

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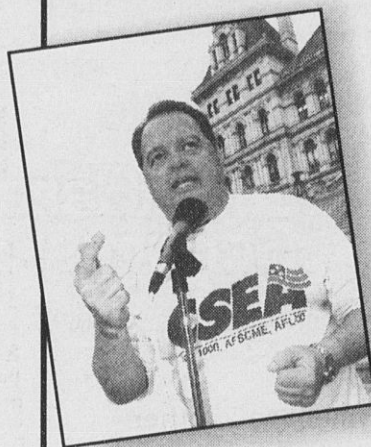
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IN TOUCH WITH THE WORK FORCE

CSEA President Danny Donohue



The importance of being part of a strong union is clear in this edition of *The Work Force*.

CSEA's year-long fight for fairness and respect from the administration of Gov. George Pataki has produced a tentative contract package we can all be proud to support.

The agreement as a whole provides significant gains for CSEA state employees for the short and long term. Most importantly, it puts real money back into the pockets of CSEA members in many different ways.

This agreement could not have been possible without the dogged persistence of your negotiating team — members like you who, along with our professional staff negotiators, made tremendous personal sacrifice and remained intensely focused on doing the job for you. They deserve an enormous thank you.

Just as important in producing results was the involvement of tens of thousands of our members who participated in our mobilization activities across the state.

The participation of CSEA members — including the solidarity of our local government, schools and private sector activists — made all the difference in keeping the pressure on.

That same resolve and intensity should now be demonstrated in support of some of our newest members at the Long Beach Medical Center on Long Island.

Last year these workers stood up for their rights and chose to join CSEA over the heavy-handed threats and intimidation of the medical center management. Managers have since stone-walled negotiations, unilaterally taken away benefits, threatened, harassed and even fired employees in a blatant attempt to bust the union.

CSEA is fighting back. I urge you to read the cover story in this edition and recognize that no rights or benefits should ever be taken for granted.

But let me also suggest the Long Beach Medical Center management should take a hint from CSEA's state contract fight and understand just how formidable the collective strength of CSEA can be.

They disrespect our members at their own risk.

Danny

Letchworth employees terrorized by vandals

Motorized mayhem prompts security grievance

THIELLS — Vandals careening the grounds of the Letchworth Developmental Center on all-terrain vehicles, killing deer and terrorizing employees have prompted CSEA leaders to protest the facility's security staff cuts.

CSEA Local President Sara Bogart recently filed a class action grievance protesting the lack of security.

Until the vandals are caught, Bogart said she worries about the safety of her members.

"It's open season here as long as we don't have adequate security," Bogart said.

Bright lights and noise

The security issue came to a head one recent evening when an employee walking from his office to another building was suddenly surrounded by three men on all-terrain vehicles (ATV's).

"I heard some commotion and saw some bright lights," said Schiller Leger, a licensed practical nurse who was working the evening shift.

"Suddenly I heard a big noise coming my way. It was a well-built male riding and speeding on an ATV right in my direction," Leger said.

"I tried to move away," he added, "and he turned and started following me at high speed. I began running away and noticed two more ATV's coming toward me and trying to trap me in a circle."

Leger said he could not see their faces because it was dark and they were shining the headlights into his eyes.

Leger darted up a ramp and into a nearby building.

Danger outside, no one inside

"I ran inside to call security," he said, "but there was no one on duty at the time."

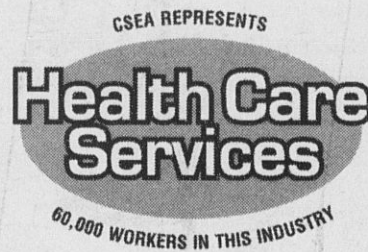
Leger then called 9-1-1. Since the sprawling Letchworth campus is located in two towns, his call was transferred from one department to another.

When local police didn't show up, Leger called the State Police who finally came to take a report.

Later, Leger returned to his car to find his side mirror had been broken and the fender had been kicked.

Bogart said employees have also found beheaded deer on the Letchworth campus, which is protected land. Earlier this year, an employee found two men trying to steal computers from her building.

This isn't the first time the area has had problems with vandals. Last year, a man on an ATV was arrested and jailed after he pointed a gun at a safety officer.



Other problems exist on Letchworth campus

THIELLS — Vandals are not the only worry at the Letchworth Developmental Facility.

Union leaders at the sprawling facility are working with managers to resolve a host of health and safety issues, including:

- One building is infested with fleas, has animal feces in it, and has three barrels with some kind of unidentified chemical in them;
- Workers were ready to remove asbestos from two buildings but managers had no plans to relocate the staff. Employees were moved only after CSEA complained to facility managers.
- The tunnel system between buildings is so old the walls are crumbling.

— Anita Manley

Voices of the Work Force

"The best thing about my job is knowing we are helping young children, in getting all the shots they need to enter school in a healthy state. I also like hearing from people getting shots before they travel overseas, why they are going and where, and their itinerary. I also like the people I work with, because they gladly pitch in to help when things get overwhelming."

Fran Brillian, clerk — Monroe County Health Department's immunization clinic, where she has worked for seven years. She has been a county employee for 13 years.



'Now I have a life'

CSEA sex discrimination win echoes in prisons across the state

TROY — A CSEA victory in a sex discrimination and seniority grievance at the Rensselaer County jail is echoing in county lockups across the state.

Union member and corrections officer Marybeth Smith-MacNary recently won her grievance against the county with a decisive victory that has put every county jailer on notice CSEA will not tolerate sex discrimination or contract violations, union leaders said.

"Now I have a life," Smith-MacNary said, smiling.

"I'm married now. And we can do things together. That's not what it used to be like," she added.

An arbitrator found the Rensselaer County Sheriff's Department violated the seniority clause of the CSEA contract when it didn't grant Smith's shift assignment request, even though she had the most

seniority.

"It wasn't fair," Smith-MacNary said. "I was always working 3:30 p.m. to 11:30 p.m. My fiancé, now my husband, worked days. We never had

time off together, not even weekends."

Sheriff Dan Keating's jail staffing policy required three female corrections officers on each shift, although a

county law states one female correction officer must be present in a jail when a female inmate is confined.

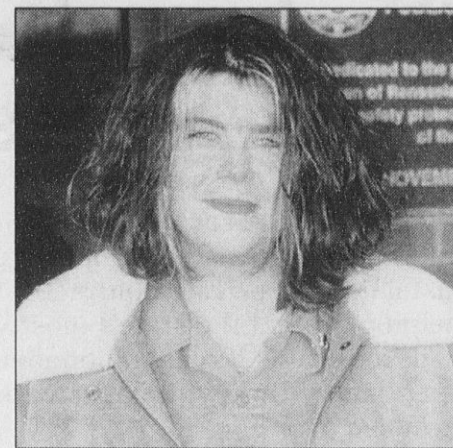
That law was passed to end sex discrimination in correctional facilities.

Statewide implications

Another shift bid is scheduled this month at the county jail and Smith-MacNary isn't predicting any major shuffling of positions, but the bidding this time will be based on seniority — not gender.

When told her grievance victory affected shift bidding at county jails across the state, Smith-MacNary glowed.

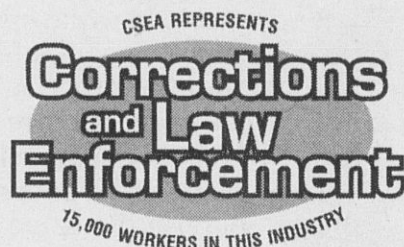
"I'm glad. Corrections officers are people too. We need to be able to have a life outside of the facility," she said.



Marybeth Smith-MacNary

"CSEA will zealously fight sex discrimination and employers when they discriminate against female employees regarding salary, job opportunities, assignments and the bidding for jobs," said CSEA Labor Relations Specialist Art Fleischner said.

— Daniel X. Campbell



The Department of Correctional Services is responsible for the confinement and habilitation of approximately 72,000 inmates held at 70 state correctional facilities. DOC's Auburn prison site dates to 1817.

- **1817** — *New York State opens Auburn prison.*
- **1821** — *New York State's Auburn prison opens a "new wing" built in a cell system to replace dormitory housing. An experiment to isolate 80 inmates in the "new wing" fails. Inmates are allowed to leave their cells during the day to work in prison shops. Thus, the "Auburn system" evolves to become the standard for American prisons.*
- **1832** — *At Auburn, the first state prison matron is hired.*
- **1890** — *William Kemmler becomes the first state inmate electrocuted at Auburn.*

Voices of the Work Force

"In the 25 years I have worked at parole, one of the biggest differences is employee morale. Morale is lower now, it is not as good. All employees — bosses, whatever — need to be treated with a little more respect, because title is not everything. We all have things to offer regardless of title. We are all needed in a different way, and we all contribute something valuable."

Doris McMillan, keyboard specialist — state Division of Parole. McMillan has a passion for music, and enjoys listening to all types.



Workers to NYS: Disconnect 'Connections' child abuse tracking system

ALBANY — A cantankerous, unforgiving and hugely expensive computer program installed by a private contractor is not helping protect the state's most vulnerable children and is forcing union members to spend more time with paperwork than troubled kids.

CSEA members who work for county social service departments said the bedeviled Connections computer system frequently crashes, is inefficient and wastes precious time that should be spent investigating child abuse cases.

A bad system gets worse

While state lawmakers investigate what employees said is a huge statewide computer boondoggle, CSEA members try to juggle an increasing child welfare caseload while spending valuable time cajoling the computer system to work.

The computer program is so unforgiving it won't let workers correct a factual error on the screen. Consequently, it may be impossible to find a known child abuser in the computer if the name is misspelled on any of the forms.

Hidden dangers

"That's dangerous," Stokes said. "You can lose a real bad file and a history of abuse because the computer won't let you correct a typing mistake.

"That means a file could be gone forever but the problem still remains. Now because of the unforgiving computer, the hot line or a fellow worker will not be given the correct information because the computer won't allow you to correct an error," Stokes said.

Union members blamed the private contractor who sold the state the system and the state's need to spend another \$100 million to correct the design flaws.

— Daniel X. Campbell

CSEA REPRESENTS

Social Services
and
Administrative Services

50,000 WORKERS IN THIS INDUSTRY



PROGRESS? — Information that used to be on three sheets of paper now takes up 12 Connections computer screens for each individual and each incident, quadrupling staff time spent at the computer — time employees Bruce Stokes, left, and Wayne Archambeault said could be better spent in the field.

Private contractor problems

The workers' criticism comes on the heels of a state audit that found the \$100 million computer system has doubled in cost and remains undeveloped more than two years after it was supposed to be helping caseworkers protect needy children.

"CSEA members and other state workers could have put together a much better system for far less than the money already wasted on this contractor-provided system," said Bruce Stokes, an 18-year employee of the Albany County Department of Social Service's Child Protective Service.

"This computer system will probably end up costing New York State taxpayers \$200 million," fumed CSEA member Wayne Archambeault of the county unit.

"It hasn't saved the taxpayers one dime or improved the service to endangered children one bit," he said bluntly.

Voices of the Work Force



"I have friends who hate their jobs. But I love my job and I love helping people. I also love talking about Saratoga."

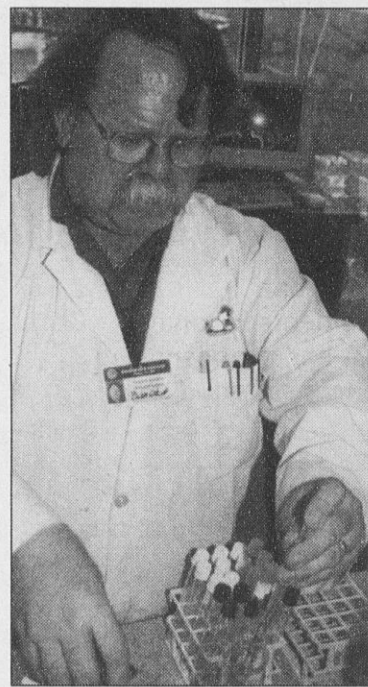
— Doris Dyer, senior typist, Saratoga Springs City Hall and unofficial greeter of city hall visitors

Private vendor is all wet:

Foil plans to contract out polluted lake cleanup

SYRACUSE — CSEA has won another victory in the contracting out wars by ensuring CSEA workers — not an outside contractor — will clean up one of the state's most polluted waterways, Onondaga Lake. Part of the lake cleanup would involve the

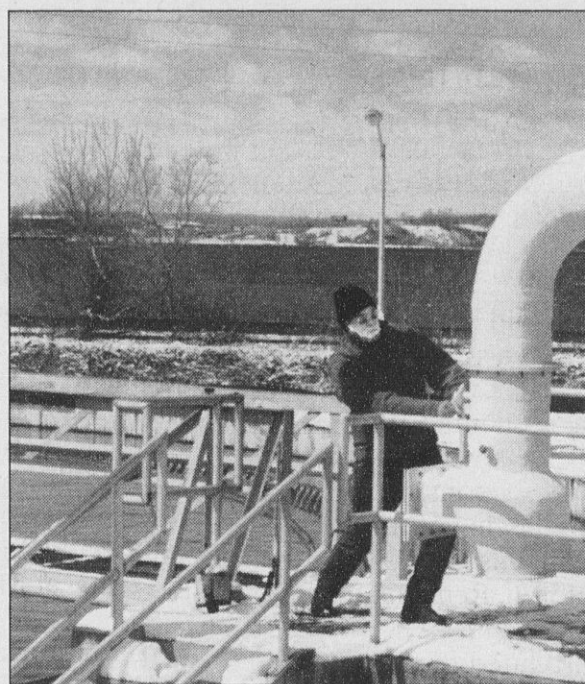
Onondaga County's Metropolitan Sewage Treatment Plant, operated by CSEA members who work for the county's Drainage and Sanitation Department.



Above left, CSEA member Dan Rothwell tests water samples from Onondaga Lake while at right, plant operator Jerry Markert checks a valve.

Last year, one proposal for cleanup involved a takeover of the plant by a private company. Aggressive CSEA lobbying and recent CSEA political action endorsements that supported pro-union candidates helped the union

prevail. In an unusual move, county lawmakers directly addressed CSEA's concerns by passing some remarkably strong anti-privatization legislation.



“Whereas this Legislature does not intend to permit the privatization of some or all of the operations of the Consolidated Sanitary District and Department of Drainage and Sanitation ... this Legislature hereby declares it to be the policy of Onondaga County to continue to operate the Department of Drainage and Sanitation as a department of county government and to retain its employees as county employees,” reads the resolution passed by county lawmakers.

“We're pleased the county recognized the value of keeping this facility publicly owned

and operated, said Local President Frank Forte.

“By keeping control of the facility, we can better maintain the quality and costs of the services our members provide to the public. And our members won't lose their jobs to contracting out,” Forte added.

— Mark M. Kotzin

CAUTION

- The Onondaga Drainage and Sanitation Department is responsible for the collection and treatment of about 3.3 billion gallons of wastewater a year which is received from homes, businesses and industries.
- Onondaga County is under the gun to come up with a plan to clean up Onondaga Lake or face federal fines.
- By 1940, the lake was declared unsafe for swimming and by the 1970s, fishing was banned.

Voices of the Work Force

“The park is a great place to work. I enjoy the variety of things we do. Just think, people travel a long way to come here and enjoy the park on the weekend. I work here every day.”

Ken Ballard, general mechanic — Saratoga State Park



Sit down, be quiet and listen:

Telling it like it is to school board

AMITYVILLE — CSEA members gave a Long Island school board a crash course in civics and government recently, as workers explained the vital role they have in public education.

Contracts covering about 200 custodial workers and teaching assistants in the Amityville school district expired in June, although tough negotiating by the union has failed to break the impasse declared in talks for the teaching assistants.

"I want to tell you about the important work we do," said Teacher Assistants Unit President Blanche Williams to the attentive school board members.

"The special education aides take care of individual students with special needs, which are physical, mental or both.

"Teaching assistants are college-educated individuals responsible for academics. Health aides take care of the health and well-being of the children. We are certified in first aid and CPR," said Williams.

"All of us are doing our part to help raise these children. Remember, it takes an entire village to raise a child," Williams said.

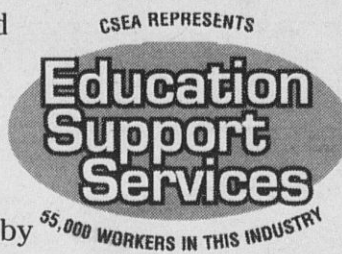
The solidarity shown by the union members who attended the board meeting "was a great step forward in showing the district their commitment to getting fair contracts," said CSEA Labor Relations Specialist Heidi Horn, who is leading negotiations for both units.

"Our Amityville School District members are proving to the board they are not going away. They are going to remain united and strong and fight for

contracts they can really live with," said CSEA Long Island Region President Nick LaMorte.

CSEA Suffolk Educational Local is also supporting the units in the continuing contract fight.

CSEA Teacher Assistants Unit President Blanche Williams addresses the school board while the CSEA members look on in support.



Safer, newer buses focus of CSEA-supported bills

CSEA is supporting several bills in the state Legislature to help make school bus transportation safer and more efficient.

Union leaders are asking members to call or write their state lawmakers and urge them to support these bills.

"The safety of our children and CSEA members who provide daily school district services is paramount," said CSEA President Danny Donohue.

"These important bills address the very real concerns of our thousands of members who work in the districts," he added.

School Bus Standees (S.1639 / A.2845)

This bill would prohibit the operation of a school bus while any passenger is standing. The bill has passed the Senate and Assembly. Members are urged to call the governor at 518-474-8390 and urge him to sign the measure.

Unauthorized Entry of a School Bus (S.103 / A.358)

This bill would make it a crime for unauthorized adults to enter or loiter on school buses.

School Bus Revolving Loan

In response to the many unsafe incidents involving private school bus contractors, CSEA has proposed the creation of a revolving loan fund to help school districts buy new school buses.

This will help public schools convert from private bus contractors to district-provided bus services, meet new health and safety requirements and eliminate school bus standees.

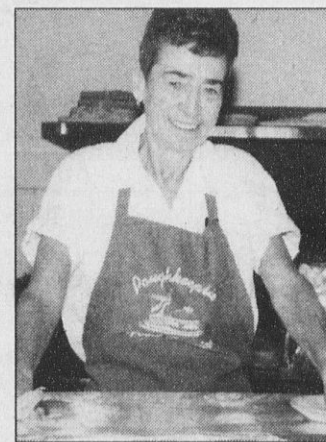
Prevailing Wage for School Bus Drivers

CSEA has proposed a measure that would require private contractors pay cafeteria and transportation workers the prevailing wage of the region a school district is located in.

Voices of the Work Force

"I look forward to going to work. Everyone is like a family. The kids are good. We have about 200 kids here. I love to bake. Sometimes I'll make muffins or homemade soup for the kids. What gets to me is when I see children who once came to kindergarten here and now they're bringing their own kids here. I'll tell the kids 'I remember your mother when she came to school here.'"

Anna Morrison, food service helper — Poughkeepsie School District. Anna is a 26-year employee of the district and works at Columbus Elementary School in Poughkeepsie.



The tax man cometh!

Cheat the government or your kids, and trouble is at your door

They step over sleeping transients to reach the stoop, empty glass crack vials crackling underfoot with each step toward the door.

With an ear cocked toward the apartment, they listen for the warning bark of a pit bull before they cautiously finger the doorbell.

They're not cops on the beat, but tax compliance agents with the state department of Taxation and Finance who collect unpaid sales tax and child support.

These CSEA members endure some of the harshest and most dangerous conditions to enforce the state's stringent sales and cigarette tax and child support laws.

Gas, booze and butts

Daniel Govan, one of nine excise tax compliance agents in the petroleum, alcohol and tobacco division in New York City, hunts for untaxed cigarettes.

"The cigarette wholesalers and bodegas we go to are often dirty places with rats and waterbugs all around," Govan said.



CSEA members and Tax and Finance Department investigators Mel Fuller and John Connolly inventory confiscated alcohol and cigarettes stored in the department's upstate warehouse.

"The cigarette wholesalers and bodegas we go to are often dirty places with rats and waterbugs all around. We go into the basement to do our jobs, and they are often hiding something else or don't think we are who we say we are, so they are nervous, and their nervousness makes us nervous."

"We go into the basement to do our jobs, and they are often hiding something else or don't think we are who we say we are, so they are nervous, and their nervousness makes us nervous."

"One seizure, they had been watching the place for two weeks but never saw cigarettes come in. Finally it happened, and when we went in and raided the place we found 75 large garbage bags full of drug merchandise," Govan said.

Agents frequently encounter other odd situations.

"One man ran an operation out of his one-bedroom apartment. We found 4,000 cartons of cigarettes in this tiny apartment. He used them as furniture — even his daughter's bed was on top of cartons and cartons of cigarettes," Govan said.

What will the 55-cent per pack state tax increase that took effect in March mean to Govan and his colleagues?

"Many more violators, more work, more fines, more arrests. Double the tax, the work will be doubled," he said.

Stiffing the kids

Peter Tringali and Janet Artz, agents in the two-year-old child support enforcement program, find deadbeat parents and then the rainbow and the pot of gold for the kids.



"Our office staff talks with the client, usually an ex-wife, and gets the information: all known addresses, leads on employers, any assets," the pair explained.

"We investigate based on that information. If there are assets, we can prevent (the delinquent parent) from selling buildings or property, garnish wages, seize cars and boats."

"We have never had any physical confrontation. We encounter rats, urine in elevators, transients, but we try and blend into the neighborhood."

"Nobody is happy when we come, but this is not new to them. They have been given ample notice and prompting. We work at all hours. We seize at 4 a.m. when no one is awake. We don't want conflict either," Tringali said.

"You know where the money you collect is going," Artz added.

"Once we seized a taxi medallion that was auctioned for \$30,000. The mother was so overwhelmed. There was \$30,000 going right to the kids who were a little older and ready to start college," Artz said.

Sales tax collection part of the job

When Mary McGivney started as a tax agent 10 years ago, "you would go out on a seizure and there would be a huge dog, you couldn't get in, they'd threaten you. Now we bring the police along, and it's much easier," she said.

If a business doesn't pay the state the sales tax it collects, McGivney will pay a visit. And she's heard every trick in the book.

"Once we seized a taxi medallion that was auctioned for \$30,000. The mother was so overwhelmed. There was \$30,000 going right to the kids who were a little older and ready to start college."

"There was a young girl who pretended she was having a heart attack. She jumped up when EMS gave her oxygen.

"Apparently she recovered quickly, because she was in the next day with the money. You know it's fake, but it is their way of stopping the situation," McGivney said.

Stories and excuses abound.

"You hear a whole lot of sob stories, a relative passed away, they had to send money back to their country, you're putting them out of business, their kids will go hungry. We deal with a wide range of businesses, and it's only a very small few who do not understand, the rest don't care," McGivney said.

"After many, many warnings, I seized a family business," said Ivan Bowry, a tax agent for eight years.

"They moved across the street and started a new business and did the same thing. I got assigned the case again," he said.

— Ann Carroll

State's safety and health "watchdogs" need to be watched

Unions seek investigation of state's PESH bureau

CSEA and other labor unions are demanding state lawmakers investigate the state agency responsible for on-the-job safety because the safety watchdog has more bark than bite.

In a move designed to make the safety unit more accountable, union leaders said the probe should focus on the state Public Employee Safety and Health Bureau's (PESH) staffing patterns and investigate charges that PESH managers improperly interfere with inspections and enforcement actions.

At a press conference in Albany recently, the union officials also asked the state comptroller to audit the bureau because last year PESH fined employers only \$3,500.

PESH fines against employers for safety and health violations totaled more than \$300,000 a few years ago.

PESH, a division of the state Labor Department, is responsible for investigating and correcting public employee workplace safety and health problems.

Not doing the job

But the U.S. Occupational Safety and Health Administration (OSHA), which gives PESH about half its money to carry out its mission, says the agency must correct serious enforcement deficiencies to maintain federal approval and funding.

Responding to complaints from CSEA and other public employee unions, OSHA has filed 10 complaints against the state unit for not properly enforcing safety and health law.

"There is no excuse for anything less than 100 percent commitment to worker safety and health," CSEA President Danny Donohue said.

"The standards for safe work sites are not arbitrary or frivolous; they are intended to protect people's lives and well being," he added.

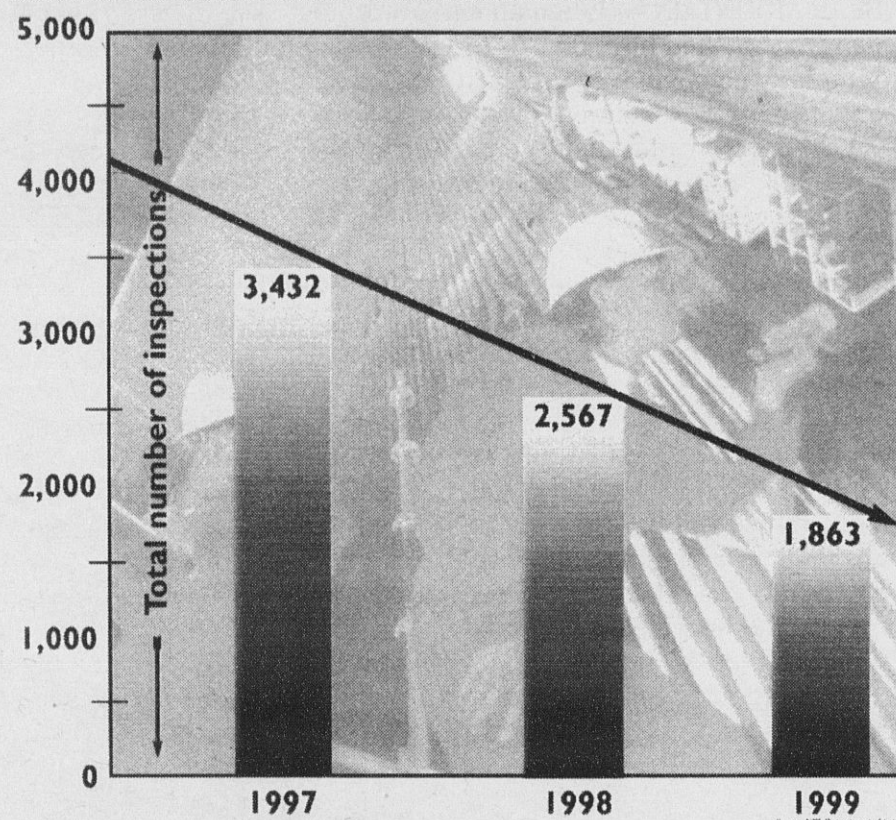
The number of PESH inspections has declined from 3,432 in 1997 to a low of 1,863 in 1999.

The Public Employees Federation (PEF), which represents PESH inspectors, surveyed the employees about problems in the agency earlier this year.

Responses included: understaffing, insufficient training and inadequate management support for enforcement.

— Ed Molitor

PESH INSPECTIONS PLUMMETING



PUBLIC SECTOR EMPLOYEES INJURED TWICE AS OFTEN

Private Sector

100 Workers

4.3 injuries/hundred workers*

* 244,700 injuries, assaults and illnesses/7,921,000 private industry workers

Public Sector

100 Workers

10.5 injuries/hundred workers*

* 56,600 injuries, assaults and illnesses/1,200,000 state and local workers

1998

NYS Department of Labor



**400,000 strong...
fighting for working families...**

Who are we?

WE are affiliates in New York State of the
American Federation of State, County & Municipal Employees.
WE are workers joined together in solidarity.
WE represent a rainbow of people in every job imaginable.
WE'RE on the job 24 hours a day, seven days a week.
WE'RE downstate and upstate.
WE'RE in the public sector, private sector
and not-for-profit agencies.
WE'RE 400,000 members — and their families.
WE'RE your family, friends and neighbors.

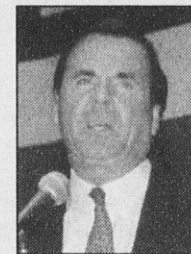
AFSCME, or the American Federation of State, County and
Municipal Employees, is a 1.3 million-member international union.

In New York, our membership is organized this way:

- District Council 35*
- + *District Council 37*
- + *District Council 66*
- + *Council 82*
- + *CSEA Local 1000*
- + *District Council 1707*

= 400,000 members

AFSCME International



Gerald W. McEntee
AFSCME President

Gerald W. McEntee is the International President of the 1.3 million member American Federation of State, County and Municipal Employees, one of the fastest-growing unions in the U.S.A. McEntee was first elected AFSCME President in 1981 and was re-elected in June 1996 for a fifth consecutive four-year term.

As a Vice President of the AFL-CIO, a member of its Executive Committee, chair of the federation's Political Education Committee, and a member of its Organizing and Public Relations Committees, McEntee plays a key role in the leadership of the labor movement.

As Political Education Committee chair, McEntee devised the highly successful voter education "Labor '96" campaign, which thrust issues important to working families to the top of America's political agenda. In addition, he convened the group of union leaders who launched the "New Voice For American Workers" campaign that elected John Sweeney, Richard Trumka and AFSCME's own Linda Chavez-Thompson to head the AFL-CIO.

McEntee has long been a leader in the fight to reform the nation's health care system.

William Lucy
AFSCME Secretary-Treasurer



William (Bill) Lucy was elected AFSCME Secretary-Treasurer — the second highest ranking officer — in May 1972. He has been re-elected every four years, most recently in 1996.

In addition to his position at AFSCME, Lucy is an important leader of the AFL-CIO. In October 1995, Lucy was named a member of the AFL-CIO Executive Council and is vice president of the AFL-CIO's Industrial Union Department, Maritime Trades Department, and Department for Professional Employees.

Lucy, who worked closely with Dr. Martin Luther King Jr. in the struggle for civil rights, is a member of the National Leadership Conference on Civil Rights. He is a founder and President of the Coalition of Black Trade Unionists (CBTU), an organization of union leaders and rank-and-file members dedicated to the unique needs of African-Americans and minority group workers.

Take a look at the parts that add up to AFSCME New York:

AFSCME Council 35



David Christopher

Our Council is comprised of three locals within the City of Buffalo — Local 264, 650 and 2651, which total 2,400 members.

Local 264 represents the Blue Collar workers and is the largest of the three units in the Local. We also represent the Buffalo Municipal Housing Authority's blue, white and managerial employees. The Board of Education is the third unit represented by Local 264. This bargaining unit includes the food service workers, cook managers and service center employees.

Local 650 represents the White Collar workers. The vast majority are within City Hall, but they do have members within other work locations in the city. The Local represents 289 different job titles.

Local 2651 represents the building inspectors for the City of Buffalo. There are approximately 55 members within their Local. They are responsible for inspecting Buffalo's housing stock and investigating code violations.

Our intent is to push back privatization and secure our future in the workplace. We, the employees, are the best natural resource that Buffalo has at its disposal. We are the veteran employees who have knowledge through actual hands-on experiences

and are willing and eager to share our wealth of expertise with management. We will be heard on this issue.

We are also dedicated to improving our health care benefits package. By improve, we mean we will attempt to redefine the way monies are being spent for health care. The cost of pharmaceuticals is one of the major reasons for the escalating cost of medical insurance. We are determined to find a creative way to fund that portion of the benefit while keeping coverage intact. Coverage for an aging workforce is now more in the spotlight as the baby boomers become the gray majority.

Another goal will be to awaken a passive enrollment. We need our members to realize that the rank and file is the Union. We need to refocus our membership and assure them that they should be more aware of their respective Local's activities. They should be involved and informed of what is truly going on and not depend on second-hand information or gossip. Our goal will be to have our committees overflow with applicants and to have our members eager for chapter and general membership meetings.

Those are some of the goals of Council 35. We have begun to recommit ourselves to these goals and will accomplish this with our members' help.

David Christopher is president.

AFSCME Council 66



Anthony Gingello

From its beginnings 30 years ago, Council 66 has grown from a handful of local unions scattered across upstate New York into a labor coalition that is 11,000 members strong. We represent a wide array of titles within nearly 70 local unions in New York, also counting among our members the approximately 150 staff attorneys that work for the United Auto Workers in such locations as Syracuse, Cleveland, Toledo, Detroit, Oklahoma City and Shreveport, Louisiana.

Council 66 also has thousands of members working in the fields of health care, public school support, waste water treatment, municipal public works and parks departments, and city engineering. We represent locals that have 2,000 of

members as well as those with a half-dozen.

Our largest locals are Erie County Blue Collar Employees (Local 1095), Rochester Board of Education Non-Teaching Employees (Local 2419), City of Rochester (Local 1635) and City of Syracuse (Local 400). Among our smallest are the Town of Warrensburg (Local 1046B), Saratoga County EOC (Local 3414) and the Town of Van Buren (Local 2660).

No matter what size the local is, however, our six area representatives are committed to each and every one of the Council's members, striving to negotiate the best possible contract, win arbitrations and advocate for fair treatment by management.

AFSCME Council 66 keeps close watch on such issues as consolidation and privatization of public services, pensions, ergonomic standards and the permanent passage of an Agency Fee bill.

Later this spring in Washington, D.C., our Education Director, Brian Woods, spearheads hearings in front of the Occupational Safety and Health Administration concerning repetitive stress injuries. Brian is also vice president of Local 1635 and as such has worked first-hand with those who have been injured while working at Rochester's Emergency-911 call center, successfully pursuing its safe redesign.

I am proud that Council 66 has been at the forefront of this issue, especially as more of our members work at computers daily. We are hopeful of good results from these hearings and expect to see OSHA standards with teeth in them so that all workers can be safe on the job.

Anthony Gingello is executive director and president.

District Council 37



Lee Saunders

District Council 37 is on the move for our members and our communities. What you see at DC 37 these days is people power in action.

Our union is 125,000 members strong — the largest public employee union in New York City. Our members are the "Everyday Heroes" who work around-the-clock to improve the quality of life in the Big Apple. We care for the sick, the children, the elderly. We maintain bridges, parks, roads and subways. We staff the hospitals, schools, libraries, job centers and city colleges. We do the clerical work, the maintenance work, and the technical work that keeps the city running.

Our state members uphold rent regulations and serve as interpreters and reporters in the courts. Some of us wear a uniform, some of us wear a hard hat, some of us use a computer or calculator.

Working together with our AFSCME sisters and brothers across New York State, we are a mighty and powerful force to be reckoned with.

We continue to fight against privatization on all fronts — in the streets, in Albany, at City Hall and in the courts. And we've won. We've saved the jobs of our members and stopped public facilities and services from being sold to for-profit companies.

When there have been attacks on civil service, when the Mayor has tried to use warfare to displace our members, we've fought back. We filed lawsuits on behalf of parks workers and others whose jobs were being threatened. We also urged the City Council to pass the Transitional Jobs bill that offers real opportunities for

workfare participants — not the dead-end jobs they are currently assigned.

DC 37 flexed its considerable political muscle this year. Vice President Gore visited members at DC 37 headquarters, as did Hillary Clinton. Working closely with other unions, we spearheaded a downstate, grassroots political campaign on the Vice President's behalf during the recent primary that resulted in his overwhelming victory in New York City. Volunteers worked the phone banks and distributed literature to encourage New Yorkers to go to the polls.

In addition, our members are taught how to lobby, get-out-the-vote and push for a pro-worker agenda.

In March, we began contract negotiations to win long overdue raises and benefit and pension improvements for our members. We see prosperity all around us, a city flush with surplus money and we are determined to get our fair share; but we also have a broader vision. We believe everyone has a right to quality jobs, quality health care and quality education.

As members of DC 37, we belong to a union that has always sought social and economic justice for all. So we will continue to talk out about the divisions that plague the great city in which we all live and work while supporting religious, civic and elected leaders who are committed to bridging these gaps.

DC 37 is stepping out boldly, with a new spirit and vigor. We are constantly challenging ourselves by asking, "If not us, who? If not now, when?" The answers to these questions reaffirm our need to stand up and speak out for our members and champion those issues that will benefit all working women and men.

Lee Saunders is administrator.

AFSCME Council 82



Michael Marette

Council 82 is a union of law enforcement officers whose members work in state and local government departments across New York State.

Organized into 46 local unions, Council 82 members are city police officers, county correction officers, county deputy sheriffs, and state corrections lieutenants as well as other law enforcement supervisors in various agencies of state government.

The corrections lieutenants work in the 70 state prisons. Other state supervisors include captains among Environmental Conservation officers as well as the supervisors in the police units on all of the State University of New York Campuses, and the New York State Park Police.

Council 82 has a long history, having been founded three decades ago, as the successor to Council 50, the original corrections and law enforcement union.

In addition to the traditional issues for unions — wages, benefits, and working conditions — Council 82 has fought for health and safety on the job, for improved pensions, and for help for the disabled officers and other members of the locals.

Carrying on that fight involved the parent union, AFSCME and the staff of

AFSCME New York, which provided research and education programs for the members and their leaders.

Council 82 has played a substantial role in the political process in New York State, reflecting the major commitment that its members made years ago, to establish an active political action program.

This commitment to political action and a legislative program recognized by elected officials around the state has helped Council 82 members improve working conditions and achieve better contracts.

Its organization for retirees, Chapter 82, is in the forefront of groups that fight for the well-being of retired men and women, inside and outside of Council 82. The efforts to improve pensions and pension supplements continues through the efforts of council retirees. One of the major issues this year is a cost of living increase that will allow retirees to keep up with inflation. This, when achieved, will allow Council 82 retirees and other AFSCME New York retirees to live in dignity, when they are on fixed incomes.

Strong commitments to organizing and health safety on the job are manifested in the programs that have been set up to bring in new law enforcement locals and provide the latest health and safety information directly to the members, through publications and training seminars.

Michael Marette is administrator.

CSEA/AFSCME Local 1000



Danny Donohue

CSEA is moving forward like never before.

For the past three years CSEA has laid the groundwork to transform our union — to make it more effective and responsive to the needs of our membership. In the past year we have lived that transformation through unprecedented activism in our ranks.

CSEA represents 265,000 members performing every kind of job in state, county and municipal government, school districts, libraries and private sector units, in every part of New York. Fewer than half of CSEA's members work for the state of New York. Yet, a difficult state contract

fight has galvanized our membership and helped redefine what we are all about as a union.

CSEA members have demanded that we be treated with the fairness and respect that we deserve and have earned. We have demonstrated in every part of the state that the work and needs of CSEA members must never be taken for granted.

When the governor encountered angry CSEA members (or AFSCME

representatives) wherever he traveled in the past year, it delivered a strong message that CSEA members would not be denied.

When CSEA demonstrated the strength and solidarity of 20,000 union members outside the Capitol during the governor's State of the State speech in January, it showed "official" New York that "We've Got the Power."

In all of these actions it has been all of CSEA's members, not just state employees, working together toward a common cause — a stronger union!

But we have only begun to tap the full strength of our union and we must all share that responsibility. For CSEA, there are three priorities: organizing, representation and political action.

It is the single-minded purpose of the CSEA leadership to increase the involvement of CSEA members in each of these areas.

Our efforts to become an even stronger force for working families can only be helped by closer coordination with our brothers and sisters in the other AFSCME Councils. Together we are part of the biggest and best union in the country. Nowhere is that more apparent than in New York.

Danny Donohue is president. He also serves as an AFSCME international vice president.

District Council 1707



Josephine LeBeau

The first year of the new millennium is being used to campaign for parity in the wages and benefits received by the lowest paid workers while simultaneously fighting to raise the standard of living of all DC 1707 members.

Our Council represents 25,000 workers in the not for profit sector in Day Care, Head Start, Home Care, Social Services, Educational Institutions and National Organizations. The campaign for parity has already led to ground breaking contracts this year at the Jewish Child Care Association and at the United Jewish Federation. At both of these agencies, the lowest paid members have

received additional wages and benefits on top of the overall negotiated increases.

We have stepped up our political action work, including lobbying, to put an end to New York City Mayor Rudolph Giuliani's annual policies of delaying wages and benefits to our members in Day Care and Head Start at the start of each fiscal year. In some cases workers have gone as long as two months

without pay. On top of this insult from the Mayor, there is not enough money going into renovations of existing center-based child care facilities. Instead there have been revelations in the media about how the Mayor is rewarding his friends with vouchers that serve the few, while tens of thousands need public child care.

In upstate New York we are working with legislators and our members to put an end to the anti-union policies of Health and Human Services that result in closings of unionized Head Start programs.

My union, which led the way in organizing Home Care workers, is still very much involved in the campaigns for funding home health care and in organizing unorganized home care workers.

Having celebrated our 25th year as an AFSCME council last year, we made a promise that the next 25 years will be twice as productive.

Josephine LeBeau is executive director. She also serves as an AFSCME international vice president.

AFSCME Council 35

120 Delaware Ave.
Buffalo, N.Y. 14202
(716) 852-0883

District 37

125 Barclay St.
New York, N.Y. 10007
(212) 815-1000

AFSCME Council 66

2680 West Ridge Rd., Suite 203
Rochester, N.Y. 14626
(716) 225-6130

Council 82

63 Colvin Ave.
Albany, N.Y. 12206
(518) 489-8424

CSEA/AFSCME Local 1000

143 Washington Ave.
Albany, N.Y. 12210
(518) 257-1000

District Council 1707

75 Varick St., 14th floor
New York, N.Y. 10013
(212) 219-0022

AFSCME New York State

212 Great Oaks Blvd.
Albany, New York 12203
(518) 869-2245

Here's how the new CSEA contract benefits members like you

Tentative Agreement

Negotiating Team Members



Ken Bergmann

"I think this is a fair contract

that we worked very long and hard to get, not only the negotiating team but all the members. Within the contract there is something for almost everyone. Members should look into the contract beyond the money issues. There's a lot of other things that we worked hard to get that I think the members will find positive. I'm very confident the members will ratify this."



Tony Bailous

"I think we've addressed just

about all of the concerns the members told us to go back to the table to address. It's a well-rounded contract, a fair contract. I'm happy with it and I think the membership will be ecstatic with it. I really do. It's a good package."



Donna Smith

"I am proud. I think it's the

best contract we've had in a long time. It meets the needs of almost every member."

"I need my raise now. Not next year or the year after, I need it now."

Mary H. Starker is a keyboard specialist at the Office of Real Property Services in Albany. She has 24 years of service. Starker has seven grandchildren and plans to use her extra money to fix up her house, buy a new car and visit her children and grandchildren in Iowa.



Health Option Program

"Starting next year, I can reduce my health insurance premiums by \$300 in exchange for three days sick leave. And since I have individual coverage, my health insurance will be fully paid for. That's more money in my pocket."

Service Award for Tier 1 & 2

"This retirement benefit is for the rest of your life. I'm getting two years of extra service credit which means I'll be able to retire two

years early with an extra \$75 or \$100 a month for life. And I'm going to! That's a big plus for me."

Employee Development & Training

"I take CSEAP courses all the time and I'm really glad the contract puts more money into programs like CSEAP. When we didn't have a contract they couldn't afford to pay for all of the courses that a secretary has to keep up with. To keep up with today's technology we have to have it."

"There's a lot in that contract when you take the time to look at it. If you don't, you won't know about it."



Betty Revis is a mental hygiene therapy aide at Pilgrim Psychiatric Center on Long Island. She has 13 years of service. A grandmother of three, Revis plans to invest her extra money in the deferred compensation program.

Retirement Contribution for Tier 3 & 4

"Since I won't have to pay into the retirement system anymore, I'm basically getting another 3 percent raise on top of everything else for life. That's great. I like that. I'm going to put that extra money into the Deferred Comp program; you know, invest it and make even more money. People in Tier 3 and 4 are going to make out excellent."

Downstate Adjustment & Inconvenience Pay

"Gas prices, everything down here is

expensive now. I bought heating oil last month and what I used to pay \$80 for now costs me \$110. The increase in the downstate adjustment will pay for that. It does help. Same thing with the \$100 increase in inconvenience pay, every little bit helps."

Overtime Meal Allowance

"Look at the meal tickets. They went up to \$5. You can't even go to McDonalds with \$3.50. I usually give my meal tickets to my grandchildren. So they'll be happy."

"I think this is the best contract we were going to get."

John Halloran is a general mechanic at the Upstate Medical Center in Syracuse. He has 10 years of service. A father of two, Halloran says he has no plans for his extra money, but says he's looking forward to getting it.



Retirement Contribution for Tier 3 & 4

"I no longer have to pay 3 percent of my salary into the retirement system, so that's like another 3 percent raise on top of everything else. So the across-the-board salary increases work out to be a lot more than the 3's and 3-1/2's. I think that's one of the best parts of the whole contract."

Prescription Drug Coverage

"I've been paying something like \$300 more a year for family coverage since the state took over our prescription drug program. Now I won't have to pay any prescription drug premiums until 2003."

Anything that puts money back in my pocket is good."

Employee Development & Training

"I'm going to be reapplying for LEAP. I think it's great that the funding will be increased. It's a great program and they deserve all the funding they can get."

Dependent Care Advantage Account

"My kids go to (an extended day) program before school starts. Now I can set up a fund to pay for this in pre-tax dollars and the state's going to kick in money too. That's definitely another plus."

Negotiating Team Members

Sharon Connor



"It's taken a year and I can

honestly now say that I'm glad it took us this long. I don't regret that it took us this long because we looked at the aspects of how it would benefit every member in every bargaining unit, people who have been here a short time, long-term employees and we put money in every single person's pocket."

Debra Boyd



"This contract is fabulous for everybody. Whether you're here five years or 50 years, it's fabulous."

Bob Timpano



"This contract is a fair and equitable contract. It's a team-driven contract. We as the negotiators and as members are bringing back to you a contract that's very fair and equitable. And with the state's fiscal stability right now, it's a good offer and I really urge the membership to think hard and vote 'yes' for this contract."

CSEA-NYS tentative contract language inside

Tentative state contract agreement

All additions, deletions and language from the tentative 1999-2003 state contract agreement follow on Pages 2-12. Underlined language is new; strike-out language has been deleted from the previous agreement. The language flows left to right, top to bottom, page to page.

All additions, deletions and language from the tentative 1999-2003 state contract agreement follow on Pages 2-7. Underlined language is new; strike-out language has been deleted from the previous pact. The language flows left to right, top to bottom, page to page.

Article 4-Employee Organization Rights (ASU, DMNA, ISU, OSU)

§4.6 Access to Employees

(a) CSEA representatives shall, on an exclusive basis, except during campaign periods and periods of challenge as defined in Section 208 of the Civil Service Law, have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with department or agency heads. Any such arrangements shall ensure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees in the operating unit (e.g., institution, DDSO, hospital, college, main office or appropriate facility) where access is sought.

(b) Department and agency heads may make reasonable and appropriate arrangements with CSEA whereby it may advise employees of the additional availability of CSEA representatives for consultations during non-working hours concerning CSEA membership, services and programs.

(c) Access to employees for purposes related to grievance and discipline is provided in Section 4.9 of the Agreement.

§4.8 Leave for Internal Union Affairs (ASU, ISU, OSU)

(a)(1) The State shall grant a total of 750 workdays of employee organization leave during each year of the Agreement to CSEA as a whole (Administrative, Division of Military and Naval Affairs, Institutional and Operational Units) for the use of employees attending internal CSEA committee and Board meetings. Within 30 days of the execution of this Agreement, CSEA shall provide the State with a list of committees and boards in the categories described above, along with the names and work locations of employees appointed to those committees and boards. Only employees so designated shall be entitled to authorized employee organization leave and only for the committees and boards provided as required above. CSEA shall notify the State in writing of any addition or deletion of committees and boards and/or employees assigned to those committees or boards. Failure to notify the State accordingly can result in the forfeiture of use of employee organization leave for the desired purpose at the State's discretion. In the event that CSEA exceeds the 750 workday employee organization leave maximum described herein, CSEA shall reimburse the State for the actual cost of the involved employee(s)' salary.

(2) Employee organization leave shall be granted for one (1) delegate meeting per year, not to exceed five (5) days' duration. In addition, reasonable travel time shall be granted for such meetings.

(3) Present methods and procedure for approving applications for attendance at such meetings described in (1) and (2) above shall continue unchanged.

(b) A reasonable number of employees serving on CSEA statewide negotiating teams shall be granted employee organization leave, including reasonable time for preparation and travel time, for the purpose of negotiating with representatives of the State.

(c) Employee organization leave pursuant to subdivision (a) of this section may not be granted unless CSEA provides to the Director of the Governor's Office of Employee Relations or the Director's designee at least five (5) days advance notice of the purpose and dates for which such leave is requested and the names and work stations of the employees for whom such leave is requested. The granting of such leave shall be subject to the reasonable operating needs of the State.

(d) CSEA shall provide to the Director of the Governor's Office of Employee Relations, on a quarterly basis, a list of CSEA officers and directors, local officers, and other employees eligible for employee organization leave, together with official work stations, departments and agencies of such employees. Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

(e) Under special circumstances and upon advance request, additional employee organization leave may be granted by the Director of the Governor's Office of Employee Relations.

§4.9 Contract/Non-Contract and Disciplinary Grievance Investigation and Representation

(a) CSEA Local representatives shall be granted reasonable and necessary employee organization leave, including travel time, for the investigation of claimed grievances and processing of grievances pursuant to the provisions of Articles 33 and 34 of this Agreement subject to the following conditions:

(1) Employees Designated as Representatives

Beginning April 1, 1999, and quarterly thereafter, CSEA shall provide the

Director of the Governor's Office of Employee Relations with a listing of grievance representatives including official work station and departments/agencies of such employees. Between quarterly listings, CSEA shall notify the State in writing on the first of each month of any addition or deletion affecting the employees eligible for employee organization leave for this purpose.

Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

(2) When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.

Article 4 - Employee Organization Rights (DMNA)

Delete current §4.7 and §4.8 and replace with:

§4.7 Leave for Internal Union Affairs

(a)(1) The State shall grant a total of 750 workdays of employee organization leave during each year of the Agreement to CSEA as a whole (Administrative, Division of Military and Naval Affairs, Institutional and Operational Units) for the use of employees attending internal CSEA committee and Board meetings. Within 30 days of the execution of this Agreement, CSEA shall provide the State with a list of committees and boards in the categories described above, along with the names and work locations of employees appointed to those committees and boards. Only employees so designated shall be entitled to authorized employee organization leave and only for the committees and boards provided as required above. CSEA shall notify the State in writing of any addition or deletion of committees and boards and/or employees assigned to those committees or boards. Failure to notify the State accordingly can result in the forfeiture of use of employee organization leave for the desired purpose at the State's discretion. In the event that CSEA exceeds the 750 workday employee organization leave maximum described herein, CSEA shall reimburse the State for the actual cost of the involved employee(s)' salary.

(2) Employee organization leave shall be granted for one (1) delegate meeting per year, not to exceed five (5) days' duration. In addition, reasonable travel time shall be granted for such meetings.

(3) Present methods and procedure for approving applications for attendance at such meetings described in (1) and (2) above shall continue unchanged.

(b) A reasonable number of employees serving on CSEA statewide negotiating teams shall be granted employee organization leave, including reasonable time for preparation and travel time, for the purpose of negotiating with representatives of the State.

(c) Employee organization leave pursuant to subdivision (a) of this section may not be granted unless CSEA provides to the Director of the Governor's Office of Employee Relations or the Director's designee at least five (5) days advance notice of the purpose and dates for which such leave is requested and the names and work stations of the employees for whom such leave is requested. The granting of such leave shall be subject to the reasonable operating needs of the State.

(d) CSEA shall provide to the Director of the Governor's Office of Employee Relations, on a quarterly basis, a list of CSEA officers and directors, local officers, and other employees eligible for employee organization leave, together with official work stations, departments and agencies of such employees. Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

(e) Under special circumstances and upon advance request, additional employee organization leave may be granted by the Director of the Governor's Office of Employee Relations.

4.8 Contract/Non-Contract and Disciplinary Grievance Investigation and Representation

(a) CSEA Local representatives shall be granted reasonable and necessary employee organization leave, including travel time, for the investigation of claimed grievances and processing of grievances pursuant to the provisions of Articles 33 and 34 of this Agreement subject to the following conditions:

(1) Employees Designated as Representatives

Beginning April 1, 1999, and quarterly thereafter, CSEA shall provide the Director of the Governor's Office of Employee Relations with a listing of grievance representatives including official work station and departments/agencies of such employees. Between quarterly listings, CSEA shall notify the State in writing on the first of each month of any addition or deletion affecting the employees eligible for employee organization leave for this purpose.

Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

(2) When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.

§4.9 Leave for Labor/Management Activity

A reasonable number of employees shall be granted a reasonable amount of employee organization leave, including travel time, for the purpose of participating in mutually scheduled joint meetings of special committees established pursuant to other Articles of this Agreement or mutually scheduled joint meetings of management and employees.

§4.10 Leave of Absence Information

The State shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under the State's Health Insurance Program during such leave. The State shall also provide to such an employee a memorandum prepared by CSEA regarding necessary payments for CSEA dues and insurance premiums during such leave.

§4.11 Travel Time

Travel time as used in this Article shall mean actual and necessary travel time not to exceed five (5) hours each way.

Article 7 Compensation (ASU, ISU, OSU, DMNA)

Delete current §7.1, §7.2, §7.3, §7.4, §7.5, §7.6, §7.7, §7.8, §7.9, §7.10, §7.11, §7.12, §7.13, §7.14 and §7.15 and replace with:

§7.1 Lump Sum Payment for Fiscal Year 1999-2000

Each employee who was in full-time employment status on March 31, 2000 and who had, on that date, six (6) months or more of continuous service as defined by Section 130.3(c) of the Civil Service Law shall, on June 1, 2000 or as soon thereafter as practicable, receive a lump sum payment in the amount of \$500, which amount shall be pensionable. Employees who are otherwise eligible for such payment but who were not on the payroll on March 31 and who return to employment during Fiscal Year 2000-2001 without a break in service shall be eligible for such payment.

§7.2 Salary Increase for Fiscal Year 1999-2000

Effective September 30, 1999 for employees on the administrative payroll and October 7, 1999 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on September 29, 1999 and October 6, 1999 respectively, shall be increased by three (3.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three (3.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three (3.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the September 30, 1999 or October 7, 1999 schedule.

§7.3 Payment Above the Job Rate for Fiscal Year 1999-2000

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 1999 or October 1, 1999, as appropriate.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.4 Salary Increase for Fiscal Year 2000-2001

Effective March 30, 2000 for employees on the administrative payroll and April 6, 2000 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 29, 2000 and April 5, 2000 respectively, shall be increased by three (3.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three (3.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value

of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three (3.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the March 30, 2000 or April 6, 2000 schedule.

§7.5 Payment Above the Job Rate for Fiscal Year 2000-2001

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 2000.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.6 Salary Increase for Fiscal Year 2001-2002

Effective March 29, 2001 for employees on the administrative payroll and April 5, 2001 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 28, 2001 and April 4, 2001 respectively, shall be increased by three and one-half (3.5) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three and one-half (3.5) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three and one-half (3.5) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the March 29, 2001 or April 5, 2001 schedule.

§7.7 Payment Above the Job Rate for Fiscal Year 2001-2002

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step of the salary schedule then in effect on April 1, 2001.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.8 Salary Increase for Fiscal Year 2002-2003

Effective March 28, 2002 for employees on the administrative payroll and April 4, 2002 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 27, 2002 and April 3, 2002 respectively, shall be increased by three and one-half (3.5) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three and one-half (3.5) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three and one-half (3.5) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the March 28, 2002 or April 4, 2002 schedule.

§7.9 Payment Above the Job Rate for Fiscal Year 2002-2003

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step of the salary schedule then in effect on April 1, 2002.

(b) Employees who, on their anniversary date, complete ten (10) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the second longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the second longevity step.

(c) Longevity increases for eligible employees will become effective in the payroll period immediately following completion of the required continuous service, subject to the attainment of a performance rating of "satisfactory" or its equivalent.

§7.10 Movement from Hiring Rate to Job Rate

(a) Employees who complete one (1) year of service in full-time employment status at a basic annual salary rate which is below the job rate of their salary grade, whose performance at the completion of each year of service is rated at least "satisfactory" or its equivalent, shall be eligible to receive an increment advance.

For the purpose of determining the date upon which the year of service is completed, any pay period for which the employee was on leave without pay or on leave with less than full pay for the full payroll period will not be counted.

(b) Increment advances will be payable to eligible employees on April 1 of the fiscal year immediately following completion of each year of service in grade. Increment advances shall be an amount equal to one-seventh of the difference between the hiring rate and the job rate of the grade.

Effective April 1, 1999, employees hired or promoted on or after April 2 and through October 1 will have an increment anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 increment anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their increment. Once the increment is received, subsequent increments will begin on the appropriate increment anniversary date of either October 1 or April 1. The creation of a second increment anniversary date will continue the practice that all employees will serve at least one year before the increment is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of an increment advance.

§7.11 Promotions

(a) Employees who are promoted, or otherwise advanced to a higher salary grade will be paid at the hiring rate of the higher grade or will receive percentage increase in basic annual salary determined as indicated below, whichever results in a higher salary.

For a Promotion of	An Increase of
1 grade	3.0 %
2 grades	4.5 %
3 grades	6.0 %
4 grades	7.5 %
5 grades	9.0 %

(b) Reallocations and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade will receive an increase in pay determined in the same manner as described for promotions except that in the event of reallocation, the new salary shall not exceed the second longevity step.

§7.12 Movement Between Salary Grades

For those employees who move between salary grades, service in a higher salary grade will be creditable toward the service in grade requirement for an increment advance in a lower salary grade; service in a lower salary grade will not be creditable for an increment advance in a higher salary grade.

§7.13 Movement to a Lower Salary Grade

(a) Non-permanent employees who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined increment advance in both the higher and lower salary grades.

(b) Employees who move to a lower salary grade and whose salary is below the job rate will be eligible for increment advances as described above.

§7.14 Applicability

(a) Sections 7.2, 7.4, 7.6 and 7.8 above shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than an annual rate, or to employees paid on a part-time basis. Such sections shall not apply to employees paid on a fee schedule.

(b) Section 7.1 above shall apply on a pro rata basis to part-time employees in employment status on March 31, 2000 with a total time in pay status of six (6) months or more during the preceding fiscal year; this six (6) months of pay status shall be called the "qualifying period." For employees with more than six (6) months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

- work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive \$125;
- work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive \$250;
- work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive \$375;
- work the equivalent of full-time during their qualifying period shall receive \$500.

Such section shall not apply to employees paid on a fee schedule.

(d) Sections 7.3, 7.5, 7.7, 7.9, 7.10, 7.11, 7.12, and 7.13 shall apply on a pro rata basis as appropriate to employees paid on an hourly or per diem basis or on

any basis other than an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

§7.15 Recall and Inconvenience Pay

(a) Except as otherwise hereinafter specifically provided, the present recall pay program will be continued. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of recall pay.

(b) Effective April 1, 1999, for employees on the Administrative payroll and March 25, 1999 for employees on the Institutional payroll, the present inconvenience pay program will be \$500 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, as provided in Chapter 333 of the Laws of 1969 as amended.

7.16 Downstate Adjustment

Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a downstate adjustment in addition to their basic annual salary. The amount of the downstate adjustment shall be:

EFFECTIVE DATE		AMOUNT
ADMINISTRATIVEPAYROLL	INSTITUTIONALPAYROLL	
April 1, 1999	March 25, 1999	\$823
March 30, 2000	April 6, 2000	\$1000
March 29, 2001	April 5, 2001	\$1100
March 28, 2002	April 4, 2002	\$1200

Employees in Monroe County receiving \$200 location pay on March 31, 1985 will continue to receive it throughout the Agreement only as long as they are otherwise eligible.

After the April 1, 2002 rate is applied, all subsequent increases in the Downstate Adjustment will be equal to any future increases that are applied to the basic annual salary.

§7.16 7.17 Holiday Pay

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.16(d) below, for each such full day worked will be at the rate of 1/10 of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless the employee has been scheduled or directed to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15, 1995 2000, of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in the second, third and fourth year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) An employee who is called in to work during his or her regularly scheduled hours of work on a day observed as a holiday by the State as an employer and which is a day other than the employee's pass day shall receive one-half day's additional compensation at straight time or one-half day's compensatory time off, as appropriate, in accordance with his or her election of holiday pay waiver. The daily rate of compensation shall be the rate of 1/10 of the bi-weekly rate of compensation and shall include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours normally worked. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of holiday call-in pay.

(d) Any employee, who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation for each such full day worked will be at the rate of 3/20 of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless he or she has been scheduled or directed to work.

§7.17 7.18 Payment of Salary

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then current salary rate.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

Employees newly added to the payroll shall have five days of salary deferred pur-

suant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

\$7.19 Hazardous Duty Pay

Eligible employees shall be paid a hazardous duty differential of \$0.43 per hour effective April 1, 1999 and of \$0.50 per hour effective April 1, 2000, pursuant to the provisions of Civil Service Law section 130.9.

Article 8 Travel/Relocation Expense Reimbursement- (ASU/ISU/OSU/DMNA)

\$8.1 Per Diem Meal and Lodging Expenses

Delete §8.1(a), (b), (c) and replace with:

(a) The State agrees to reimburse, on a per diem basis as established by rules and regulations of the Comptroller (the Rules), employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties for a full day at either the schedule for unreceipted expenses (Method 1) or the schedule for receipted expenses (Method 2), at their option, as specified in the Rules. Expenses under Method 2 for authorized overnight travel shall be reimbursed to a maximum of published per diem rates as specified in the Rules. Such rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the U.S. General Services Administration (GSA) as published in the Federal Register and shall be revised prospectively in accordance with any revision to those rates made by the GSA. An employee in travel status for less than a full day who incurs no lodging charges may be reimbursed for breakfast and dinner as specified in the rules. (b) In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

Article 9 - Health Insurance-(ASU/ISU/OSU/DMNA)

\$9.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, 1995 with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

\$9.2 (a) ~~Effective on the date of execution of this Agreement, Charges for outpatient services covered by the hospital contract, including emergency room services, will be subject to a \$25 copayment per outpatient visit. Effective January 1, 1999, this copayment will increase to \$30 for emergency room services. Effective January 1, 2002, the copayment for emergency room services will increase to \$35. Charges for other outpatient services covered by the hospital contract will continue to be subject to a \$25 copayment, unless modified through the Joint Committee on Health Benefits, upon implementation of the medical care Point of Service plan.~~ These hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services; chemotherapy, radiation therapy, hemodialysis or physical therapy. ~~Effective July 1, 2000, hospital outpatient physical therapy visits will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Network Program.~~

(b) Charges for the attending hospital emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiograms and pathology services directly associated with the covered hospital emergency room care for a medical emergency will be reimbursed under the participating provider or the basic medical program not subject to deductible or coinsurance when such services are not included in the hospital facility charge covered by Blue Cross.

Effective July 1, 2000, or as soon as practicable thereafter, the Empire Plan will include a voluntary "Centers of Excellence Program" for organ and tissue transplants. The Center will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant-related services as determined by the Center and any other services as identified during implementation as part of an all inclusive global rate. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence Program. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the design, implementation and ongoing oversight of this benefit.

\$9.3 The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Except as noted below, benefits will be paid directly to the provider at 100% of the Plan's schedule not subject to deductible, coinsurance, or annual lifetime maximums.

(a) Office visit charges by participating providers will be subject to a \$5 copay per covered individual. Effective January 1, 2001, office visit charges by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, office visit charges by participating providers will be subject to a \$10 copayment per covered individual. Office visit charges by participating providers for well child care, including routine pediatric immunizations, will be excluded from the office visit copays.

(b) ~~Effective on the date of execution of this Agreement, Charges by participat-~~

ing providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit copayment.

(c) All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$5 copay. Effective January 1, 2001, all covered outpatient surgery procedures performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered outpatient surgery procedures performed by participating providers will be subject to a \$10 copayment per covered individual.

(d) ~~Effective on the date of execution of this Agreement,~~ In the event that there is both an office visit charge and an office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single copayment.

(e) All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$5 copay. Effective January 1, 2001, all covered diagnostic/laboratory services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered diagnostic/laboratory services performed by participating providers will be subject to a \$10 copayment per covered individual.

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$5 copay. Effective January 1, 2001, all covered radiology services performed by participating providers will be subject to an \$8 copayment per covered individual. Effective January 1, 2003, all covered radiology services performed by participating providers will be subject to a \$10 copayment per covered individual.

(g) ~~Effective on the date of execution of this Agreement,~~ Outpatient radiology services and diagnostic/laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

(h) Chronic care services for chemotherapy, radiation therapy, or hemodialysis will be excluded from the office visit copayment.

(i) The office visit, surgery, outpatient radiology, and diagnostic/laboratory copayments may be applied against the basic medical coinsurance maximum but they will not be considered covered expenses for basic medical payment.

(j) The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, coinsurance, and calendar year and lifetime maximums.

(k) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be at least equal to those levels in effect on March 31, 1995.

(l) An annual evaluation and adjustment of basic medical reasonable and customary charges will be performed according to the guidelines established by the basic medical plan insurer.

(m) ~~As soon as practicable, an Alternative Medicine Program which will allow Empire Plan enrollees and dependents to seek specified non-covered alternative treatments/services at a discounted employee-pay-all fee will be made available through a network of providers. The Joint Committee on Health Benefits will work with the State and appropriate carrier to design and implement this Program.~~

\$9.4 CSEA Empire Plan Enhancements
In addition to the basic Empire Plan benefits, the Empire Plan for CSEA enrollees shall include:

(a) The basic medical component deductible shall remain at \$161 per enrollee, \$161 per covered spouse/domestic partner, and \$161 for one or all dependent children. Effective January 1, 2001, the basic medical component deductible shall equal \$175 per enrollee, \$175 per covered spouse/domestic partner, and \$175 for one or all dependent children. Effective January 1, 2003, the basic medical component deductible shall equal \$185 per enrollee, \$185 per covered spouse/domestic partner, and \$185 for one or all dependent children. ~~Upon the implementation of the Point of Service plan (\$9.25) and thereafter, on each successive January 1, the annual deductible will increase by a percentage amount equal to the percentage increase in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, all Cities (CPI-W) for the period July 1 through June 30 of the preceding year, not to exceed \$25 in any one plan year.~~ Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the basic medical component deductible.

(b) The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall remain \$776 per individual or family in any one year. ~~Upon the implementation of the Point of Service plan (\$9.25) and thereafter, on each successive January 1, the maximum annual coinsurance out-of-pocket expense will increase by a percentage amount equal to the percentage increase in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, all Cities (CPI-W) for the period July 1 through June 30 of the preceding year, not to exceed \$25 in any one plan year.~~ For employees earning ~~20,253~~ \$21,696 or less in base annual salary on April 1, 1999; \$23,017 or less in base annual salary on April 1, 2000; \$23,823 or less in base annual salary on April 1, 2001; and \$24,657 or less in base annual salary on April 1, 2002, the \$776 maximum coinsurance out-of-pocket expense shall continue to be reduced to a maximum of \$500 in coinsurance per year upon application to the Department of Civil Service for the reduction in coinsurance, and upon submission of information showing that the employee is the head of household and sole wage earner in a family. Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the \$776/\$500 maximum coinsurance limits.

(c) ~~Effective on the date of execution of this Agreement,~~ Employees 50 years of

age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. Covered spouses/domestic partners 50 years of age or older shall be allowed reimbursement up to \$250 once every two years towards the cost of a routine physical examination. These benefits shall not be subject to a deductible and coinsurance. Effective July 1, 2000, employees 50 years of age or older and their covered spouses/domestic partners 50 years of age or older will be allowed up to \$250 reimbursement annually towards the cost of a routine physical examination.

(d) Effective July 1, 2000, the cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s) under the participating provider portion of the Empire Plan. The list of immunizations shall include Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella and Tetanus Toxoid, and shall be subject to protocols developed by the medical program insurer.

The Joint Committee on Health Benefits shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State's workplace pilot project and the long term effectiveness of the vaccine.

(e) Routine pediatric care, including well child office visits, physical examinations and pediatric immunizations, for children up to age 19 will be covered under the basic medical program, subject to deductible or coinsurance. Effective July 1, 2000, influenza vaccine will be added to the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.

(f) The routine newborn allowance under the basic medical component shall be \$100, not subject to deductible or coinsurance. Effective July 1, 2000, the routine newborn allowance under the basic medical component shall be \$150, not subject to deductible or coinsurance.

(g) The annual and lifetime maximum for each covered member under the basic medical component shall be unlimited.

(h) ~~Effective on the date of execution of this Agreement,~~ Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of \$600 once every four years, not subject to deductible or coinsurance. Effective January 1, 2000, the hearing aid reimbursement will be increased to \$800; effective January 1, 2001, the hearing aid reimbursement will be increased to \$1,000; and, effective January 1, 2002, the hearing aid reimbursement will be increased to \$1,200. For children 12 and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment.

(i) ~~Effective on the date of execution of this Agreement,~~ Covered charges for medically appropriate local professional ambulance transportation will be a covered basic medical expense subject only to a \$35 copayment. Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of \$50 for under 50 miles and \$75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.

(j) Mastectomy brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan.

(k) The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

(l) Effective January 1, 2001, or as soon as practicable thereafter, a Medical Flexible Spending Account (MFSA) shall be established. The Joint Committee on Health Benefits shall work with the State on the design and implementation of the MFSA.

\$9.5 The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance abuse treatment services through a managed care network of preferred mental health and substance abuse care providers. Network and non-network benefits shall be those in effect on March 31, 1995 with exception of the copayment for outpatient substance abuse treatment. The outpatient substance abuse treatment copayment shall continue to equal the participating provider office visit copayment. Expenses applied against the mental health and substance abuse non-network deductible and network copay levels will not apply against any deductible or copay levels or maximums under the basic medical component of the Plan.

\$9.6 The current Benefits Management Program and Health Call, for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits.

(a) ~~Effective on the date of execution of this Agreement,~~ The Empire Plan Benefits Management Program's (Health Call) will be modified to refine the Prospective Procedure Review requirement will to include only Magnetic Resonance Imaging ("MRI") and will to discontinue mandatory Specialty Consultation Evaluations.

\$9.7 The current Home Care Advocacy Program (HCAP) for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits effective January 1, 2001 as follows: As of that date, individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out of pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provision will remain.

\$9.8 Effective July 1, 1995, or as soon as practicable thereafter, The Empire Plan's medical care component will be modified to continue to offer a comprehensive managed care network benefit for the provision of medically necessary

physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider [§5] office visit copayment(s). Unauthorized medically necessary care, at enrollee choice, will also be available, subject, however, to an annual deductible of \$250 per enrollee, \$250 per spouse and \$250 for one or all dependent children and a maximum payment of 50% of the network allowance for the service(s) provided. Maximum benefits for non-network care will be limited to \$1,500 in payments per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums. The Joint Committee on Health Benefits will work with the State on the ongoing administration design and implementation of this benefit. Effective July 1, 2000, the participating provider office visit copayment(s) shall apply to covered physical therapy visits received at the outpatient department of the hospital.

§9.9 Effective July 1, 2000, Empire Plan participating provider and basic medical coverage for the treatment of infertility will be modified as follows:

- (a) access to designated "Centers of Excellence" including travel benefit;
- (b) enhance benefit to include the treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;
- (c) lifetime coverage limit per individual of \$25,000;
- (d) covered services: patient education/counseling, diagnostic testing, Ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology procedures;
- (e) exclusions: experimental procedures, fertility drugs dispensed at a licensed pharmacy, medical and other charges for surrogacy, donor services/compensation in connection with pregnancy, storage of sperm, eggs and or embryo for longer than 6 months and high risk patients with no reasonable expectation for pregnancy. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the design and implementation of this benefit. Additionally, ongoing Program oversight and evaluation of the lifetime coverage limit will enable future modification if warranted.

§9.10 Effective July 1, 2000, or as soon as practicable thereafter, the medical component of the Empire Plan shall include a voluntary 24 hour day/7 day week nurse-line feature to provide both clinical and benefit information through a toll-free phone number. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the design, implementation and ongoing oversight of this benefit.

§9.11 Effective July 1, 2000, or as soon as practicable thereafter, the Empire Plan medical component shall include a voluntary disease management program. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the design, implementation and ongoing oversight of this benefit.

§9.9 §9.12 Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or state certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits. If more than one HMO services the same geographic area, the Joint Committee on Health Benefits reserves the right to approve a contract with only such organization(s) deemed to be a quality, cost effective option(s). The Joint Committee on Health Benefits will work with the State through the HMO Workgroup to identify and mutually agree upon appropriate incentives for HMO alternatives to become more competitive in quality of care provided and efficient in cost to payers. Employees may change their health insurance option each year during the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. If the rate renewals are not available by the time of the open option transfer period, then the open transfer period shall be extended to assure ample time for employees to transfer.

§9.10 §9.13 (a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components provided under the Empire Plan.

(b) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage and, effective January 1, 1996 1999, agrees to pay 90 percent of the cost of individual coverage and 75% of the cost of dependent coverage toward the hospital/medical/Mental Health and Substance Abuse components of each HMO, however, not to exceed, as of January 1, 1996, 110% of its dollar contribution for those components under the Empire Plan. Enrollee biweekly contribution increases, resulting from this employer contribution rate, if any will, in 1996, be capped at \$5 for individual coverage and \$15 for family coverage. Effective January 1, 1997, the State's dollar contribution for HMO coverage will then not exceed 110% of its contribution for those components of the Empire Plan, with no cap on any additional enrollee premium contribution required. As of January 1, 1998, the State's HMO contribution will not exceed 105% of its Empire Plan contribution for those components and, as of January 1, 1999, the State's HMO contribution will not exceed 100% of its dollar contribution for those components under the Empire Plan.

§9.14 (a) Effective April 29, 1999, eligible CSEA employees enrolled in the New York State Health Insurance Program (NYSHIP) will be provided with prescription drug coverage either through the Empire Plan Prescription Drug Program or a Health Maintenance Organization. For those enrolled in the Empire Plan, the benefits provided will be the same benefits as those provided on Management/Confidential employees enrolled in the Empire Plan Prescription Drug Program. Effective April 29, 1999, the State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription

drug coverage under the Empire Plan and Health Maintenance Organizations. Effective July 1, 2000, the State agrees to pay 100 percent of the cost of individual coverage and 100 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective January 1, 2003, the State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations.

(b) The Empire Plan Prescription Drug Program benefits shall consist of the following: Prescription Drug Program will cover medically necessary drugs, including vitamins and contraceptives, requiring a physician's prescription and dispensed by a licensed pharmacist. Mandatory Generic Substitution will be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program. When a brand-name multisource drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent plus the brand-name copayment.

Effective April 29, 1999;

- the copayment will be \$8.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
- the copayment will be \$8.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.

Effective July 1, 2000;

- the copayment will be \$3.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
- the copayment will be \$13.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.

Effective January 1, 2003;

- the copayment will be \$5.00 for up to a 90 day supply of generic drugs dispensed at either the community pharmacy or the mail service pharmacy.
- the copayment will be \$15.00 for up to a 90 day supply of brand-name drugs dispensed at either the community pharmacy or the mail service pharmacy.

§9.14 §9.15 The State Health Insurance Plans' regulations shall continue to stipulate that the term employee means any person in the service of the State as employer whose regular work schedule is at least half-time per biweekly payroll period.

§9.12 §9.16 There shall be a waiting period of forty-two (42) days after employment before an employee shall be eligible for enrollment under the State's Health Insurance Program.

§9.13 §9.17 (a) Current and/or new enrollees opting for family coverage must provide the names of all covered dependents to the Plan Administrator. In the case of covered newborn dependents, names shall be provided within 3 months of the date of birth. Additionally, the social security numbers of a covered spouse, if applicable, and/or dependent student(s) over the age of 19, if applicable, shall be provided to the Plan administrator in order to verify continued eligibility for family coverage and to facilitate coordination of benefits.

(b) Effective May 1, 2000, covered dependent students shall be provided with a three month extended benefit period upon graduation from a qualified course of study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules.

(c) Effective July 1, 2000, covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated or the employee returns to State employment, whichever occurs first.

§9.14 §9.18 Domestic partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall be eligible for health care coverage. As part of this agreement, the impact of such domestic partner coverage under the Empire Plan will continue to be reviewed through the Joint Committee on Health Benefits, including the appropriateness of the existing waiting periods, process upon completion of 12 months experience from the initial date eligibility was extended. Such review may indicate the need for the Committee to take appropriate action to ensure the financial stability of the Plan.

§9.15 §9.19 (a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.

(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

(c) Should a seasonal employee who attained health insurance coverage eligibility leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six-month waiting period, provided the employee was not off the payroll more than six months. The employee may continue his/her health insurance on a full pay basis for the period of time he/she is off the payroll.

§9.16 §9.20 A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the

State or employment by another employer, whichever first occurs.

§9.17 §9.21 (a) A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and the terms as defined in §11.5 of this agreement shall be treated the same as an employee on a preferred list.

(b) A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of his or her right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

§9.18 §9.22 (a) Continued health insurance coverage will be provided for the unremarried spouse and other eligible dependents of employees who die in State service under circumstances under which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the same conditions prescribed in Section 165 of the Civil Service Law for dependents of a deceased employee who was at the time of death an employee at a correctional facility having individual and dependent coverage at the time of death and where death occurred as a result of injuries during the period from September 9 through 13, 1971.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

§9.19 §9.23 (a) The unremarried spouse and otherwise eligible dependent children of an employee, who retires after April 1, 1979, with ten or more years of active State service and subsequently dies, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

(b) The unremarried spouse and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, was vested in the Employees' Retirement System and who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

§9.20 §9.24 (a) Employees covered by the State Health Insurance Plan have the right to retain health insurance after retirement upon completion of ten years of service. However, in recognition of the forthcoming changes to the Government Accounting Standards Board (GASB) requirements, both the State and CSEA recognize the need to address the inequity of providing employees who serve the minimum amount of time necessary for health insurance in retirement with the same benefits as career employees. Prior to the expiration of this contract CSEA and the State shall, through the Joint Committee process, develop a proposal to modify the manner in which employer contributions to retiree premiums are calculated.

(b) An employee who is eligible to continue health insurance coverage upon retirement is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on March 31, 1988/89. However, employees retiring on or after January 1, 1989 may elect an alternative method of applying the basic monthly value of the sick leave credit. Employees selecting the basic sick leave credit may elect to apply up to 100% of the calculated basic monthly value of the credit towards defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may continue to be covered, but must pay the applicable dependent survivor share of the premium. Employees selecting the alternative method may elect to apply only up to 70% of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70% of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan. The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

§9.21 §9.25 Effective on the date of execution of this Agreement, An employee retiring from State service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

§9.22 §9.26 Joint Committee on Health Benefits

(a) The State and CSEA agree to continue the Joint Committee on Health Benefits.

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee in the amount of \$500,000 indicated for each year of the agreement: \$700,000 in 1999-2000, \$800,000 in 2000-2001, \$850,000 in 2001-2002, and \$900,000 in 2002-2003.

(c) The Joint Committee on Health Benefits shall work with appropriate State

agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as:

- (1) The annual HMO Review Process;
 - (2) The ongoing review and oversight of the Managed Mental Health and Substance Abuse Treatment Program;
 - (3) ~~The development and implementation of a Program for Managed Medical Care through a panel of preferred hospital and/or medical care providers; The ongoing review and oversight of the Managed Physical Medicine Program;~~
 - (4) The continuation of the Benefits Management Program, Health Call, and annual review of the list of procedures requiring Prospective Procedure Review.
 - (5) The Joint Committee on Health Benefits will work with the State and medical carrier to solicit and contract with credentialed radiological providers to provide mammography screening, according to the American Cancer Society's medical protocols, at the worksite and/or predetermined location. Reimbursement will be provided in accordance with the participating provider program, subject to the \$5 diagnostic copayment.
 - (6) The continuation of the ambulatory surgery benefit and monitoring of participating centers. The Joint Committee on Health Benefits will work with the State to oversee the solicitation by the medical/surgical/basic medical carrier of Ambulatory Surgical Centers in bordering states and in those states where retirees commonly reside.
 - (7) The continuation of the Home Care Advocacy Program (HCAP) and the ongoing review of services offered.
 - (8) ~~The Joint Committee will review the impact of Domestic Partner coverage under the Empire Plan upon completion of 12 months' experience. The Joint Committee on Health Benefits will continue to review the impact of Domestic Partner coverage.~~
 - (d) The Joint Committee's area of review and counsel shall include but not be limited to the following areas:
 - (1) Development of health benefit communication programs related to the consumption of health care services provided under the Plan.
 - (2) The Joint Committee on Health Benefits will work with the State and Empire Plan carriers to address the need to consolidate the various telephonic requirements enrollees must adhere to and other plan resources to which enrollees have access. Effective July 1, 1995, or as soon as practicable, thereafter, there will be a centralized telephone number which, in turn, will direct calls to the appropriate program/benefit administrator for benefit approval, referral and/or assistance.
 - (3) Development, as appropriate in conjunction with the carriers, of revised benefit booklets, descriptive literature and claim forms.
 - (4) The CSEA Joint Committee on Health Benefits will work with the State to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs for the employee and their dependents.
 - (5) In cooperation with the State, the Joint Committee on Health Benefits will review the feasibility of providing employees with an Annual Health Insurance Buy-out.
 - (6) The Joint Committee on Health Benefits will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.
 - (e) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by CSEA.
 - (f) The Joint Committee on Health Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments.
 - (g) The Joint Committee shall be provided with each carrier rate renewal request upon submission and be briefed in detail periodically on the status of the development of each rate renewal.
 - (h) The State shall require that the insurance carriers for the State Health Insurance Plan submit claims and experience data reports directly to the Joint Committee on Health Benefits in the format and with such frequency as the Committee shall determine.
 - (i) The Joint Committee will be responsible for the annual review of participating providers. The Joint Committee shall investigate and where feasible, take appropriate action to recruit additional providers in geographic and specialty areas determined by the Committee to be deficient.
 - (j) The Joint Committee shall continue to sponsor the agency health insurance administrator training program.
 - (k) The Joint Committee shall study recurring subscriber complaints and make recommendations for the resolution of such complaints.
 - (l) The Joint Committee on Health Benefits shall meet within 14 days after a request to meet has been made by either side.
 - (m) The Joint Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality and costs of health care for employees covered by this Agreement.
- ~~§9.23~~ ~~§9.27~~ Appropriate descriptive material relating to any changes in benefits shall be distributed to each State agency for internal distribution prior to the effective date of the change in benefit. The State shall take all steps necessary to provide revised health insurance booklets to every employee as soon as possible. The Joint Committee on Health Benefits shall provide review and counsel on the development of the revised booklets.
- ~~§9.24~~ ~~9.28~~ The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without

the written consent of the individual, insured employee or covered dependent.

Delete current §9.25

Article 10 - Attendance and Leave

§10.1(c)-Holiday Observance (OSU/ASU)

§13.1(c)-Holiday Observance (DMNA)

§10.2(d)-Holiday Time (ISU)

"The State, at its option, may designate up to two floating holidays in a contract year (April-March) in lieu of two of the holidays set forth in Article 10.2(c)/ISU/10.1(b)/ASU/OSU, and 13.1(b)/DMNA, such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State.

In April of each contract year, the State shall provide notice to employees of the designation of holidays to be floated in that contract year.

Floating holiday leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that floating holiday leave credits be used in minimum units greater than one-quarter hour. This provision shall not supercede any local arrangements which provide for liquidation in smaller units of time."

Please note: *italicized* section refers to different sub-sections of each collective bargaining agreement.

§10.4 Vacation (DMNA)

(a) Subject to the operating needs of the Division, requests for vacation time off shall be granted for the periods desired by an employee to the extent practicable. An employee's properly submitted written request for use of accrued vacation credit shall be answered in writing within five (5) working days of receipt. While management has full discretion to approve or deny an employee's request, a written reason for a denial shall be provided. Requests for the use of vacation shall be rendered in writing. Approvals and denials of vacation requests shall be rendered in writing to the employee as soon as practicable. Denials shall contain a reasonable justification

Vacation Credit Accumulation

§10.5(b) - (ASU, OSU)

§10.3(b) - (DMNA)

An employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period whose written request for the use of vacation credits is denied, in writing, may accumulate more than 40 days of such credits during a fiscal year, provided, however, that the employee's balance of vacation credits does not exceed 40 days at the end of each fiscal year. An employee's vacation credit accumulation may exceed the maximum, provided however that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year.

§10.6 - (ISU)

An employee whose written request for the use of annual leave credits has been denied may accumulate more than 40 days of such credits during a fiscal year, provided, however, that the employee's balance of leave credits must be at or below 40 days by the end of each fiscal year, provided, however, that an employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period may accumulate more than 40 days of such credits during a fiscal year, provided, however, that the employee's balance of vacation credits does not exceed 40 days. In the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days. An employee's vacation credit accumulation may exceed the maximum, provided however that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year. In the event of death, retirement, or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

Sick Leave Accumulation

§10.6 (ASU)

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of ~~190~~ 200 days, provided, however, no more than 165 days of such credits may be used for retirement service credit. Employees shall have the ability to use up to 200 days of such credits to pay for health insurance in retirement.

§10.7 (ISU, OSU)

§10.5 (DMNA)

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days, provided, however, no more than 165 days of such credits may be used for retirement service credits. Employees shall have the ability to use up to 200 days of such credits to pay for health insurance in retirement.

Less Than Full-Time Employees

§10.11 (ASU)/§10.15 (OSU)/§10.16 (ISU)/§10.14 (DMNA)

(a) Part-time employees covered by the New York State Attendance Rules who are compensated on an annual salary basis (including those designated as sea-

sonal) and who are employed on a fixed schedule of at least half-time shall be eligible to earn and accumulate vacation and sick leave, and be granted personal leave on a prorated basis based on their payroll percentage. Part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage shall be eligible to earn and accumulate additional vacation and sick leave and be granted additional personal leave in accordance with the terms of the side letter on the Leave Adjustment Pilot Program for Part-Time Annual Salaried Employees.

(b) Employees covered by the New York State Attendance Rules who are compensated on a per diem or hourly basis (including those designated as seasonal) and who are employed on a fixed schedule of at least half-time continuously for nine (9) months, without a break in service exceeding one full payroll period, shall be eligible for vacation, sick leave and personal leave benefits on a prorated basis.

(c) Employees compensated on a per diem or hourly basis (including those designated as seasonal), who are employed at least half time and who are expected by the appointing authority to be so employed continuously for nine months, without a break in service exceeding one full payroll period, shall be eligible to observe holidays and to accrue, pro rata, annual leave and accumulate vacation and sick leave and shall be granted, pro rata, personal leave on a prorated basis in the same manner and subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

(d) In the event a holiday falls on a Saturday and another day is not designated to be observed as the holiday, part-time annual salaried, hourly and per diem employees (including those designated as seasonal) eligible to observe holidays pursuant to Section 10.1 (OSU/ASU) 10.2 (ISU) 13.1 (DMNA) who are employed on a fixed schedule of at least half time, and for whom Saturday is not a regular workday, but who are scheduled to work on the Friday immediately preceding such Saturday holiday, shall be granted holiday leave. The amount of holiday leave granted shall be equivalent to the number of hours the employee is regularly scheduled to work on that preceding Friday but not to exceed one-fifth (1/5) the number of hours in the normal workweek of full-time State employees.

(e) When, in accordance with the provisions of this Article, the State exercises its right to require an employee to be examined by a physician selected by the appointing authority, the employee shall be entitled to reimbursement for actual and necessary expenses incurred as a result of travel in connection with such examination, including transportation costs, meals and lodging, in accordance with the Comptroller's rules and regulations pertaining to travel expenses.

Leave for Bereavement or Family Illness - (ASU)

§10.13

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 any one calendar year. Requests for leave for bereavement or family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

Use of Sick Leave for Bereavement or Family Illness - (ISU)

§10.17

(a) 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 any one calendar year. Requests for leave for bereavement or family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

Use of Sick Leave - (OSU)

§10.8

(c) Requests for use of sick leave as bereavement leave or for family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

Use of Sick Leave - (DMNA)

§10.6

(a) Requests for sick leave as bereavement leave or for family illness shall be subject to approval of the Division; such approval shall not be unreasonably withheld.

Add:

(e) Disabled Veterans

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.

New Section-Verification of Physician's Statements

§10.17 (OSU)

§10.15 (DMNA)

(a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make a reasonable effort to complete a medical examination within 20 working days as hereinafter provided.

(b) If, no more than 10 working days prior to the date specified by the employee's own physician as the date upon which the employee may return to work, the employee provides the appointing authority with his or her physician's statement indicating that the employee is able to return to work and specifying the date, the appointing authority shall have a total of 20 working days from the date of such advance notice, which shall include the 10 working days following the

specified return-to-work date, to complete a medical examination. For each working day of advance notice from the employee less than 10, the appointing authority shall have an additional working day beyond the return-to-work date to complete a medical examination.

(c) If, upon the completion of the 20 working day period provided for in section 10.(b), the appointing authority's physician has not completed an examination of the employee or reached a decision concerning the employee's return to work, the employee shall be placed on leave with pay without charge to leave credits until the examination is completed and a decision is made. The employee may not return to work, however, until the employee has been examined by the appointing authority's physician and given approval to work. The leave with pay provision of this section shall not apply where the failure of the appointing authority's physician to complete the medical examination is attributable to the employee's failure to appear for the examination or the employee's refusal to allow it to be held.

(d) If, following the employee's examination, the appointing authority's physician does not approve the employee's return to work, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules. Once a determination has been made that an employee may not return to work, further examinations pursuant to this Article shall not be required more often than once a month; provided, however, where the appointing authority's physician has specified a date for a further examination or a date when the employee may return to work the State shall not be required to conduct an examination prior to that date. Where the appointing authority's physician has not set either a date for further examination or a date upon which the employee may return to work, the employee may submit a further statement from the employee's physician and the provisions of this Article shall again be applicable. The provisions of this Article shall not be construed to limit or otherwise affect the applicability of Section 73 of the Civil Service Law.

New Section - Hold on Shift, Pass Day and Work Location Assignment **§10.18 (ASU)/§10.21 (ISU)/§10.16 (DMNA)**

"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 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."

New Section - Voluntary Reduction in Work Schedule **§10.19 (ASU)/§10.22 (ISU)/§10.18 (OSU)/§10.17 (DMNA)**

There shall be a Voluntary Reduction in Work Schedule program, as described in the Program Guidelines reproduced in Appendix XII ISU/OSU, Appendix XIII ASU and Appendix XI DMNA. Disputes arising from the denial of VRWS requests shall be reviewed only in accordance with the procedures established in Paragraph 12 of the Guidelines, and not under Article 34. Other disputes arising in connection with this provision shall be subject to review through the procedure established in Article 34, Section 34.1 (b) of this Agreement.

New Section - Health Option Program

§10.19 (OSU)/§10.18 (DMNA)/§10.20 (ASU)/ §10.23 (ISU)
There shall be a Health Option Program as described in Appendix XI/ (OSU/ISU) /XII (ASU) / X (DMNA). Disputes arising from the Health Options Program are not subject to the grievance procedure contained in this agreement.

Article 11 - Workers' Compensation Benefit - (ASU/ ISU/ OSU/ DMNA)

§11.1 - §11.8 remain unchanged from current contract language.

§11.9 (a) The State and CSEA shall establish a committee whose purpose shall include, but not be limited to, reviewing and making recommendations on the following: (1) the effects of the implementation and administration of the workers' compensation statutory benefit, including resulting savings and costs associated with it; (2) the implementation administration of the Mandatory Alternate Duty Program; (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on-the-job injury; (4) the exploration and development of a program that provides that Preferred Provider Organizations treat workers' compensation disabilities; and (5) the exploration and development of a program that allows the use of leave accruals.

(b) With respect to the issue of costs or savings mentioned above, the committee shall report its findings on an annual basis. The committee shall, at a minimum, meet the first Wednesday in June and December. At the June meetings, the costs and savings mentioned above will be reported.

Article 14 - Employee Development and Training (ASU/ISU/OSU/DMNA)

§14.2 Education, Development and Training Funds

(a) The State agrees to recommend the appropriation of funds by the Legislature in the amount ~~\$4,800,000~~ indicated in each year of the Agreement: \$4,800,000 in 1999-2000, \$4,963,358 in 2000-2001, \$5,138,266 in 2001-2002 and \$5,320,252 in 2002-2003, for the purpose of providing education, developmental and training opportunities.

Article 15 - Safety and Health (ASU/ISU/OSU/DMNA)

§15.2 (d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount ~~\$350,000~~ indicated in each year of the Agreement: \$350,000 in 1999-2000, \$364,726 in 2000-2001, \$380,522 in 2001-2002 and \$396,938 in 2002-2003, to support Committee initiatives which shall include but not be limited to:

Add:

(e) The Statewide Safety and Health Committee will meet on at least a quarterly basis.

§15.3 Local and Departmental Committees

Add:

(f) In instances that disrupt the normal business conditions, (e.g. no utilities, lack of ventilation—including heat and air conditioning, bomb threats, etc.) local management will discuss with the local CSEA leadership what it knows of the conditions, when the conditions will be abated and what arrangements will be made to abate the conditions. When the employer has advance knowledge of such conditions, discussions with the union will occur immediately.

Article 21 Productivity and Quality of Working Life Committee (ASU/ISU/OSU) Article 16 (DMNA)

§21.2 (§16.2)

(a) Address means of improving productivity and quality of working life through activities including, but not limited to, the following: (1) conducting methodological research; (2) undertaking productivity studies and demonstration projects; (3) investigating and establishing productivity incentive programs; (4) fostering quality of work life initiatives; (5) ~~suggesting workplace improvement endeavors~~; (6) exploring and, where appropriate, fostering ~~quality through participation~~ workplace and process improvement endeavors and/or other such initiatives.

(b) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~\$770,000~~ funds in the amount indicated in each year of the Agreement: \$770,000 in 1999-2000, \$798,754 in 2000-2001, \$829,568 in 2001-2002 and \$861,610 in 2002-2003, to fund the operation and programs of the Committee.

Article 22 - Employment Security - (ASU/ISU/OSU/DMNA)

§22.4 The State shall seek the appropriation of funds by the Legislature to support activities of the Joint Committee and to support activities associated with identification, research, development and implementation of alternative work force strategies that will foster effective work force stabilization, in the amount ~~of \$350,000~~ indicated for in each year of the Agreement: \$350,000 in 1999-2000, \$364,726 in 2000-2001, \$380,522 in 2001-2002 and \$396,938 in 2002-2003.

Article 23 Overtime Meal Allowance - (OSU/ASU)

§23.1 When it is necessary and in the best interest of the State for employees to work overtime, a sum of \$3.50 per meal (~~\$5.00 per meal effective April 1, 2000~~) will be allowed subject to the following eligibility requirements:

Article 23 Overtime Meal Allowance - (ISU)

§23.1 When it is necessary and in the best interest of the State for employees to work overtime, a sum of \$3.50 per meal (~~\$5.00 per meal effective April 1, 2000~~) will be allowed, subject to rules and regulations of the Comptroller, and subject to the following requirements:

(a) Meal charge ~~of \$3.50~~ including tips, will be allowed for each day that an employee is required to work at least four hours of overtime contiguous with the employee's regular shift or at least six hours overtime on other than a regular working day.

Article 19 Overtime, Recall, Scheduling and Overtime Meal Allowance - (DMNA)

§19.5 Overtime Meal Allowance

(a) An overtime meal allowance of the sum of \$3.50 (~~\$5.00 per meal effective April 1, 2000~~) shall be paid, subject to the rules and regulations of the Comptroller, to employees eligible to receive overtime compensation when it is necessary and in the best interests of the State for such employees to continuously work at least three hours of overtime either immediately before or immediately following a regular working day, and due to the performance of that overtime, work at least eleven (11) continuous hours or at least six (6) hours overtime on other than a regular working day.

Article 24 - Out of Title Work

ISU - §24.3(a) remains unchanged.

(b)(1) If not satisfactorily resolved at the agency level, an appeal may be filed by CSEA with the Director of the Governor's Office of Employee Relations within ten calendar days of receipt of the agency opinion. Such appeal shall include a copy of the original grievance and the agency opinion. After receipt of such appeal, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation. Such appeal shall be processed in accordance with the provisions of Article 24.3(c), (d) and (e).

(2) If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision shall ~~must~~ be filed by CSEA the agency with the Director of Classification and Compensation the Governor's Office of Employee Relations within fifteen ten calendar days of receipt issuance of the agency opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the

CSEA labor relations specialist and the CSEA local. Such requests shall be processed in the manner of an appeal in accordance with the provisions of Article 24.3(c), (d) and (e). The request for affirmation shall include a copy of the original grievance and agency opinion. ~~To expedite final determination, a copy of such request may be filed directly to the Director of Classification and Compensation.~~ No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

(c) After receipt of an appeal, such grievance, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Director of Classification and Compensation shall within sixty (60) ~~thirty (30)~~ calendar days of receipt the filing of the appeal grievance, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.

ASU - §24.2(a) remains unchanged from current contract language.

§24.2(b)(1) If not satisfactorily resolved at the agency level, an appeal may be filed by CSEA with the Director of the Governor's Office of Employee Relations within ten calendar days of receipt of the agency opinion. Such appeal shall include a copy of the original grievance and the agency opinion. After receipt of such appeal, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation. Such appeal shall be processed in accordance with the provisions of Article 24.2(c), (d) and (e).

(2) If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision shall ~~must~~ be filed by CSEA the agency with the Director of Classification and Compensation the Governor's Office of Employee Relations within fifteen ten calendar days of receipt issuance of the agency opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the CSEA labor relations specialist and the CSEA local. Such requests shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2(c), (d) and (e). The request for affirmation shall include a copy of the original grievance and agency opinion. ~~To expedite final determination, a copy of such request may be filed directly to the Director of Classification and Compensation.~~ No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

(c) After receipt of an appeal, such grievance, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Director of Classification and Compensation shall within sixty (60) ~~thirty (30)~~ calendar days of receipt the filing of the appeal grievance, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.

OSU - §24.2(a) remains unchanged.

§24.2(b)(1) If not satisfactorily resolved at the agency level, an appeal may be filed by CSEA with the Director of the Governor's Office of Employee Relations within ten calendar days of receipt of the agency opinion. Such appeal shall include a copy of the original grievance and the agency opinion. After receipt of such appeal, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation. Such appeal shall be processed in accordance with the provisions of Article 24.2(c), (d) and (e).

(2) If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision shall ~~must~~ be filed by CSEA the agency with the Director of Classification and Compensation the Governor's Office of Employee Relations within fifteen ten calendar days of receipt issuance of the agency opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the CSEA labor relations specialist and the CSEA local. Such requests shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2(c), (d) and (e). The request for affirmation shall include a copy of the original grievance and agency opinion. ~~To expedite final determination, a copy of such request may be filed directly to the Director of Classification and Compensation.~~ No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

(c) After receipt of an appeal, such grievance, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Director of Classification and Compensation shall within sixty (60) ~~thirty (30)~~ calendar days of receipt the filing of the appeal grievance, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.

DMNA - §24.2(a) remains unchanged.

(b) If not satisfactorily resolved at the Division level, an appeal may be filed with the Director of the Governor's Office of Employee Relations within ten calendar days of receipt of the Division opinion. Such appeal shall include a copy of the original grievance and the Division opinion. After receipt of such an appeal, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Adjutant General. Such appeal shall be processed in accordance with the provisions of Article 24.2 (c) (2), (d), and (e).

(c)(1) If the grievance is sustained by the Division and a monetary award is recommended, a request for affirmation of the Division decision must be filed by CSEA shall be filed by the Division with the Director of the Governor's Office of Employee Relations Adjutant General within ten fifteen calendar days of issuance of the Division opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the CSEA Labor Relations Specialist and the CSEA Local. Such request shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2 (c) (2), (d) and (e). The request for affirmation shall include a copy of the original grievance and Division opinion. To expedite final determination, a copy of such request may be filed directly to the Director of Classification and Compensation. No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

(2) After receipt of such an appeal, the Adjutant General shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Adjutant General shall, within sixty (60) calendar days of receipt of the appeal, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.

§24.3 Where CSEA alleges that there exists a dispute of fact, CSEA may, within thirty (30) calendar days of the date of the decision, file an appeal with the Director of the Governor's Office of Employee Relations. Such appeal shall include documentation to support the factual allegations. The appeal shall then be forwarded by the Director of the Governor's Office of Employee Relations to the Adjutant General for consideration. The Adjutant General shall reconsider the matter and shall, within thirty (30) calendar days, forward an opinion to the Director of the Governor's Office of Employee Relations. The latter shall act upon such opinion in accordance with the provisions of Article 24.2 (d) and (e) above. §24.4 Grievances hereunder may be processed only in accordance with this Article and shall not be arbitrable.

Article 27 Seniority-(DMNA)

§Section 27.1 Except as specified elsewhere in this Agreement, seniority shall be defined as the length of an employee's uninterrupted service in title at the facility including sick leave, military leaves not to exceed four five years, and other leaves of absence which do not exceed one year, and Workers' Compensation Leave.

Article 29 Child Care Family Benefits (IASU, ISU, OSU) Article 23 Child Care Family Benefits (DMNA)

Delete current §29.1, §29.2, §29.3, §29.3, §29.4, §29.6, §29.7, and §29.8 and replace with:

§29.1 In the second year of the Agreement, the State shall provide a contribution per DCAA account enrollee as follows:

Employee Gross Annual Salary	Employer Contribution
Up to \$35,000	\$400
\$35,001 - \$55,000	\$300
Over \$55,000	\$200

In subsequent years, the employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In the event available funds are not fully expended for this purpose, the residual funds shall be made available to benefit CSEA members as mutually determined by the Director of GOER and the President of CSEA or their designees. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

§29.2 The existing resource and referral program currently available to New York City and Westchester County employees shall be expanded by October 1, 2001, or as soon as practicable thereafter. In the event available funds are not fully expended for this purpose, residual funds will be reallocated pursuant to the recommendations of the Family Benefits Committee for the benefit of CSEA members.

§29.3 Transitional financial support of the network centers may continue for the first two years of the Agreement. Technical support and training to support child and elder care initiatives shall continue through the term of the Agreement. Host agency support is anticipated to continue throughout the Agreement.

§29.4 The name of the New York State Labor/Management Child Care Advisory Committee (NYSLMCCAC) shall be changed to the Family Benefits Committee in recognition of its expanded role. The new Family Benefits Committee will continue to serve as a multi-union joint labor/management advisory body to monitor and evaluate the family benefits programs.

§29.5 Employees choosing not to use the Flexible Benefit Spending Program who use work site child care centers designated by the Governor's Office of Employee Relations may elect to pay their child care fees to the child care centers through a payroll deduction program pursuant to law.

§29.6 The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$1,820,000 for the 1999-00 Agreement year, \$1,883,824 for the 2000-01 Agreement year, \$1,952,181 for the 2001-02 Agreement year, and \$2,023,290 for the 2002-03 Agreement year to fund the activities of the Family Benefits Committee.

Article 30 Employee Benefit Fund (ASU, ISU, OSU, DMNA)

Delete current §30.2 and replace with:
The State shall deposit in the CSEA Employee Benefit Fund an amount equal to \$142.50 per employee for each quarter of the year beginning April 1, 1999 and ending March 31, 2000; \$142.50 per employee for each quarter of the year beginning April 1, 2000 and ending March 31, 2001; \$145.00 per employee for each quarter of the year beginning April 1, 2001 and ending March 31, 2002; \$148.75 per employee for each quarter of the year beginning April 1, 2002. Such amounts shall be deposited as soon as practicable after the first day of each quarter.

Article 33 Discipline (ASU/ISU/OSU/DMNA)

§33.7 Administration

The State and CSEA may jointly administer the arbitration procedure and panels for the purpose of this Article. The State shall seek an appropriation of \$250,000 in the amount indicated in each year of the Agreement: \$250,000 in 1999-2000, \$261,386 in 2000-2001, \$273,607 in 2001-2002 and \$286,302 in 2002-2003, to be used for the self-administration of the panels and procedure, the time and attendance procedure, research for and training of the panels in the area of patient abuse, and publication of arbitration decisions. The unexpended portion of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year

Article 38 - Employee Assistance Program (ASU/ISU/OSU/DMNA)

In recognition of the mutual advantage to the employees and the employer inherent in an employee assistance program the State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of \$450,000 indicated for each year of the Agreement: \$450,000 in 1999-2000, \$468,066 in 2000-2001, \$487,438 in 2001-2002 and \$505,576 in 2002-2003, to continue the Employee Assistance Program effort. The present joint labor/management arrangement, which recognizes the need for combined representation of all employee negotiating units and the State in a single work place employee assistance program, shall continue.

Article 40 - Performance Evaluation (ASU/ISU/OSU/DMNA)

§40.3 The State shall prepare, secure introduction, and recommend passage by the Legislature of such legislation required to provide an amount of \$20,000 indicated for during each year of the Agreement: \$20,000 in 1999-2000, \$23,704 for 2000-2001, \$27,701 for 2001-2002 and \$31,838 in 2002-2003, for administrative expenses associated with the Statewide Performance Rating Committee activities.

Article 44 Definition of Seniority (OSU)

§44.1 Seniority as used in Section 10.6 and Article 27 and 50 shall mean length of continuous service* in:

- (a) Office Mental Health - Main Office, Regional Office or equivalent, or Institution;
- (b) Office of Mental Retardation and Developmental Disabilities - Main Office, Regional Office or equivalent, or Institution;
- (c) Department of Transportation - Main Office, Regional Office, Residency, Regional Equipment Management Shop or Sign Shop, Regional Special Crew;
- (d) State University System - Main Office or Campus;
- (e) Division for Youth Office of Children and Family Services - Institution, Camp or Main Office;
- (f) Division of Alcoholism and Alcohol Abuse - Main Office or Facility; Office of Alcoholism and Substance Abuse Services - Main Office or Facility
- (g) Division of Substance Abuse Services - Main Office or Facility Correctional Services - Main Office or Institution
- (h) Office of General Services - City;
- (i) Parks and Recreation Office of Parks, Recreation and Historic Preservation - Park Region or Main Office;
- (j) Health - Institution, Main Office or State Laboratory
- (k) Education - Main Office or State Schools;
- (l) Environmental Conservation - Main Office or Region;
- (m) All Other Departments - Main Office or City
- (n) Division of State Police - Troop or Division Headquarters

*For the purposes of this definition length of continuous service shall mean time employed continuously within the entity described above. Permanent, provisional, temporary and less than full-time (non-seasonal) prorated is considered service.

Article 45 - Posting and Bidding for Job Vacancies (OSU)

Article 45.1

Change the order of subsections as follows:

Current (d) would become (a) and read as follows:

(a) Seniority for the purpose of this section shall be the length of service in the Operational Services Bargaining Unit.

Realignment of the current subsections would be as follows:

Current (a) would become (b)
Current (b) would become (c)
Current (c) would become (d)

Article 45 - Posting and Bidding for Job Vacancies (ISU) §45.1 Non-Competitive and Labor Class Positions

(a) Each operating unit (institution, DDSO, hospital, college, main office or other appropriate facility) shall establish and maintain procedures for distributing or posting announcements of vacancies in non-competitive and labor class positions at that operating unit at least 45 10 calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, the shift and work location, and the number of vacancies.

§45.2 Competitive Class Positions

(c) Each operating unit as defined above shall establish and maintain procedures for distribution or posting announcements of vacancies in competitive class positions at that operating unit at least 45 10 calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, the shift and work location, and the number of vacancies.

Article 45 - Posting of Examination Announcements and Job Vacancies (ASU)

§45.2(a) Each institution or facility (e.g., college, hospital, DDSO, district office) shall establish and maintain procedures for posting announcements of job vacancies. Such procedures shall provide for the announcements to be posted at least 10 calendar days prior to the date the vacancies are to be filled. Vacancies which are expected to be filled on a temporary basis for 45 days or less need not be posted. However, procedures shall be established at the appropriate local labor/management level to ensure that CSEA is advised of the existence of such temporary vacancies, the particular reasons therefore, and the expected duration of each such temporary vacancy.

Article 46 Continuous Hours of Work (ISU)

New Article 46 Continuous Hours of Work (ASU)

When an employee's normal daily schedule is seven and one-half or eight hours, an employee shall not be required to work a double shift but may volunteer to work more than 16 consecutive hours in a 24 hour period.

Article 47.2 Standby On-Call Rosters (ISU/OSU)

Article 19.4(b) Overtime, Recall, Scheduling and Overtime Meal Allowance (DMNA)

Article 27.2(b) Distribution of Overtime, Standby, On-Call Rosters (ASU)
§47.2 An employee who is eligible to earn overtime shall not be required to remain available for recall unless the employee's name appears on an approved recall roster. An employee shall be paid an amount equal to 45 20 percent of the employee's daily rate of compensation for each eight hours or part thereof the employee is actually scheduled to remain and remains available for recall pursuant to such roster.

Article 49 - Uniforms (ISU)

§49.1 Uniform Maintenance Allowance

(a) The State will recommend to the Legislature that each employee in the following titles shall be provided an annual maintenance allowance of \$40 if a part-time employee and \$60 if a full-time employee: Food Service Titles, Mental Hygiene Therapy Aides, Hospital Attendants, Hospital Clinical Assistants, Licensed Practical Nurses, Youth Division Aide, Cadet Leaders 1-4 and Wilderness Challenge Aides.

(b) Provided, however, that employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this allowance.

§49.2 Work Related Clothing

(a) The State will recommend to the Legislature that each employee in the following titles receive \$30 in each year of the Agreement to provide work related clothing: Farmers, Farm Hand, Industrial Training Supervisors, Institution Worker, Housekeeper, Lab Worker, Lab Technicians, Lab Aide, Lab Helper, Caretaker, Barber, Beautician, Dental Hygienists, and Dental Assistants.

(b) Provided, however, employees who receive work related clothing shall not be eligible for this allowance.

Article 49 - Work Clothing and Tools (OSU)

§49.1 Work Related Clothing

(a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of \$750,000 of funds indicated for each year of the Agreement: \$750,000 in 1999-2000, \$778,086 in 2000-2001, \$808,185 in 2001-2002 and \$839,483 in 2002-2003, to be used for Operational Services Unit employees

work-related clothing.

§49.2 Tools

(b) The State shall appropriate ~~\$10,000~~ funds in the amount indicated, in each year of the Agreement: \$10,000 in 1999-2000, \$13,370 in 2000-2001, \$17,010 in 2001-2002 and \$20,775 in 2002-2003, to be administered by the State Comptroller, to be used to reimburse employees required to provide personal tools used in the performance of his/her job for loss due to fire or theft at the employer's premises, up to a maximum of \$2,000 subject to the following conditions:

Add:

(d) "An employee eligible for such allowance under section (c), may also have the option of using the allowance and any part thereof, towards an insurance policy for their personal tool inventory."

An employee choosing this option must meet the same requirements as employees under section (c)."

Article 53-Chest X-Rays (ISU)

Upon the written request from order from authorized medical personnel for an employee of an institution where appropriate facilities are available, the State shall provide a chest x-ray of the employee every year for the term of this Agreement. Such application order shall designate the physician to whom the employee wishes the x-ray to be sent.

Seasonal Employees Appendix III (ISU/OSU) / IV (ASU)

The contents of this Appendix shall apply to employees appointed to seasonal positions. For purposes of this Appendix, a seasonal position is defined, as a position that is not established on a continuous basis throughout the year, but may be re-established in successive years. Seasonal positions are utilized for a specified period of time in conjunction with department or agency seasonal program needs.

The provisions of this Agreement shall pertain to employees appointed to seasonal positions to the extent they are applicable. However, the following Articles or sections thereof shall not apply:

Article 4 Employee Organization Rights (except 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.12)

Article 7 Compensation (except that 7.16(a), (c) and (d) shall apply to seasonal employees who have Attendance Rules coverage)

Article 10 Attendance and Leave (except to employees in seasonal positions who have Attendance Rules coverage; and except for less than full-time employees article which applies to all seasonal employees)

Article 11 Workers' Compensation Benefit (except to employees in seasonal positions who have Attendance Rules coverage)

Article 12 Leave for Probationary Employees

Article 13.6 Salary Deduction Information

Article 13.7 Deduction for Employee Credit Union

Article 14 Employee Training and Development

Article 19 Layoff Units

Article 20 Layoffs in Non-Competitive and Labor Classes

Article 22 Employment Security

Article 32 Workday/Workweek

Article 39 Benefits Guaranteed

Article 40 Performance Evaluation

Article 41 Departmental Negotiations

Article 44 Definition of Seniority

Article 45 Posting and Job Vacancies (except as noted in G of this Appendix)

Article 50 Work Location, Shift and Pass Day Assignment

Article 51 Winter Maintenance Department of Transportation

Article 52 Employee Identification

A. Compensation

Lump Sum Payment for Fiscal Year ~~1996-97~~ 1999-2000

Eligibility for a portion of the ~~\$550~~ \$500 lump sum payment shall extend to seasonal employees in employment status on March 31, ~~1996-2000~~ who have a total time in pay status of six (6) months or more during the preceding fiscal year; this six months of pay status shall be called the "qualifying period". For employees with more than six months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

- work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive ~~\$137.50;~~ \$125
- work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive ~~\$275;~~ \$250
- work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive ~~\$412.50;~~ \$375
- work the equivalent of full time during their qualifying period shall receive ~~\$550-; \$500~~

Such section shall not apply to employees paid on a fee schedule.

Lump Sum Payment for Fiscal Year ~~1997-98~~

Eligibility for a portion of the \$700 lump sum payment shall extend to seasonal employees in employment status on March 31, 1997 who have a total time in pay status of six (6) months or more during the preceding fiscal year; this six months of pay status shall be called the "qualifying period". For employees with

more than six months of total time in pay status, the qualifying period shall be the last such six months in the respective fiscal year. Such employees paid on an hourly, per diem, or annual salaried basis who:

- work a minimum of one-quarter time, but less than half-time, during their qualifying period shall receive \$175;
- work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive \$350;
- work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive \$525;
- work the equivalent of full time during their qualifying period shall receive \$700.

Such section shall not apply to employees paid on a fee schedule.

Salary Increase for Fiscal Year ~~1997-98~~ 1999-2000

1. Effective on ~~October 2, 1997~~ September 30, 1999 for employees on the administrative payroll and ~~September 25, 1997~~ October 7, 1999 for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~October 1, 1997 and September 24, 1997~~ September 29, 1999 and October 6, 1999, respectively, shall be increased by three (3) percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~October 1, 1997 or September 24, 1997~~ September 29, 1999 or October 6, 1999, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1996-97~~ 1998-99 and become reemployed during the ~~1997-98~~ 1999-2000 fiscal year, will be eligible for an increase of ~~three and one-half (3.5)~~ three (3.0) percent effective on ~~October 2, 1997~~ September 30, 1999 for employees on the administrative payroll and ~~September 25, 1997~~ October 7, 1999 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1996-97~~ 1998-99 fiscal year who were not on the payroll on ~~October 1, 1997 or September 24, 1997~~ September 29, 1999 or October 6, 1999, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1996-97~~ 1998-99 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1996-97~~ 1998-99 fiscal year who were not on the payroll on ~~October 1, 1997 or September 24, 1997~~ September 29, 1999 or October 6, 1999, as appropriate, but who become reemployed during the ~~1997-98~~ 1999-2000 fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three and one-half (3.5)~~ three (3.0) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three and one-half (3.5)~~ three (3.0) percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Salary Increase for Fiscal Year ~~1998-99~~ 2000-2001

1. Effective on ~~October 1, 1998~~ March 30, 2000 for employees on the administrative payroll and ~~September 24, 1998~~ April 6, 2000 for employees on the institutional payroll, the basic annual salary of employees in employment status on ~~September 30, 1998 and September 23, 1998~~ March 29, 2000 and April 5, 2000, respectively, shall be increased by ~~three and one-half (3.5)~~ three (3.0) percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on ~~September 30, 1998 or September 23, 1998~~ March 29, 2000 or April 5, 2000, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1997-98~~ 1999-2000 and become reemployed during the ~~1998-99~~ 2000-2001 fiscal year, will be eligible for an increase of ~~three and one-half (3.5)~~ three (3.0) percent effective on ~~October 1, 1998~~ March 30, 2000 for employees on the administrative payroll and ~~September 24, 1998~~ April 6, 2000 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1997-98~~ 1999-2000 fiscal year who were not on the payroll on ~~September 30, 1998 or September 23, 1998~~ March 29, 2000 or April 5, 2000, as appropriate, but who were employed on a seasonal basis in fiscal year ~~1997-98~~ 1999-2000 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the ~~1997-98~~ 1999-2000 fiscal year who were not on the payroll on ~~September 30, 1998 or September 23, 1998~~ March 29, 2000 or April 5, 2000, as appropriate, but who become reemployed during the ~~1998-99~~ 2000-2001 fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by ~~three and one-half (3.5)~~ three (3.0) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by ~~three and one-half (3.5)~~ three (3.0) percent, or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Salary Increase for Fiscal Year 2001-2002

1. Effective on March 29, 2001 for employees on the administrative payroll and April 5, 2001 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 28, 2001 and April 4, 2001, respectively, shall be increased by three and one-half (3.5).

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on March 28, 2001 or April 4, 2001, as appropriate, but who were employed on a seasonal basis in fiscal year 2000-2001 and become reemployed during the 2001-2002 fiscal year, will be eligible for an increase of three and one-half (3.5) percent effective on March 29, 2001 for employees on the administrative payroll and April 5, 2001 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2000-2001 fiscal year who were not on the payroll on March 28, 2001 or April 4, 2001, as appropriate, but who were employed on a seasonal basis in fiscal year 2000-2001 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2000-2001 fiscal year who were not on the payroll on March 28, 2001 or April 4, 2001, as appropriate, but who become reemployed during the 2001-2002 fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by three and one-half (3.5) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by three and one-half (3.5) percent or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Salary Increase for Fiscal Year 2002-2003

1. Effective on March 28, 2002 for employees on the administrative payroll and April 4, 2002 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 27, 2002 and April 3, 2002, respectively, shall be increased by three and one-half (3.5).

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on March 27, 2002 or April 3, 2002, as appropriate, but who were employed on a seasonal basis in fiscal year 2001-2002 and become reemployed during the 2002-2003 fiscal year, will be eligible for an increase of three and one-half (3.5) percent effective on March 28, 2002 for employees on the administrative payroll and April 4, 2002 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2001-2002 fiscal year who were not on the payroll on March 27, 2002 or April 3, 2002, as appropriate, but who were employed on a seasonal basis in fiscal year 2001-2002 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2001-2002 fiscal year who were not on the payroll on March 27, 2002 or April 3, 2002, as appropriate, but who become reemployed during the 2002-2003 fiscal year in the same series:

- (i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by three and one-half (3.5) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;
- (ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by three and one-half (3.5) percent or the prevailing rate of the higher Aide level, whichever is higher;
- (iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Effect of Minimum Wage Level

1. If in the discretion of the Director of the Budget, employees covered by the Seasonal Agreement are raised to the minimum wage level, the negotiated raise will be applied only so far as is necessary to supplement the minimum wage raise to bring those employees to the negotiated increase.

2. If the raise to the minimum wage results in a raise higher than the negotiated increase, no negotiated salary increase will be paid for that year.

3. At no time will both a raise to the minimum wage and the negotiated salary increase be given to an employee covered by this interpretation where such would result in more than the negotiated increase in salary from the preceding year.

B. Holiday Compensation

Seasonal employees not covered by the Attendance Rules who are regularly employed on a 37 1/2 or 40 hour per week basis who work at least 25 days during the season will be entitled to additional compensation at their hourly rate, up to a maximum of eight hours, for time worked on each of the first three (3) days during their employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks of work.

A seasonal employee who is entitled to time off with pay on days observed as

holidays by the State as an employer and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

C. Attendance and Leave

1. Seasonal employees who have been continuously employed on at least a half-time basis, for 19 pay periods, shall be entitled to Attendance Rules coverage, in accordance with the Civil Service Attendance Rules and the appropriate provisions of their negotiating unit Agreement.

Seasonal employees who are employed at least half time and who are expected by the appointing authority to be so employed continuously for nine months, without a break in service exceeding one full payroll period, shall be eligible to observe holidays and to earn and accumulate vacation and sick leave and be granted personal leave on a prorated basis in the same manner and subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

2. Seasonal employees not employed continuously as described in paragraph (1) above, but having at least three years continuous service of 19 pay periods cumulative in each of those three years, shall be entitled to the following: Employees anticipated to continue at the employment level described in a given fiscal year, shall be credited with three days leave accruals upon completion of two months of seasonal service in the fiscal year. The leave is to be used subject to prior approval for absence for personal reasons and for unscheduled absence due to illness. These leave accruals shall be non-cumulative from fiscal year to fiscal year. Such accruals do not have a cash out or retirement value. Service in more than one State agency shall be credited toward meeting the 19 cumulative pay period requirement.

2. Seasonal employees not employed continuously as described in paragraph (1) above, but who are employed in at least 19 cumulative pay periods on at least a half-time basis in each of these pay periods within a fiscal year shall be entitled to the following:

Employees anticipated to continue at the employment level described above in the current fiscal year shall be credited with three days leave accruals on April 1 of each year when the 19 cumulative pay periods as described above have been worked in the previous fiscal year.

The leave is to be used subject to prior approval for absence for personal reasons and for unscheduled absences due to illness. These leave accruals shall be non-cumulative from fiscal year to fiscal year. Such accruals do not have a cash-out or retirement value. Service in more than one State agency shall be credited toward meeting the 19 cumulative pay period requirement.

D. Health Insurance Coverage

1. Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.

2. Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

3. Should a seasonal employee who attained health insurance coverage eligibility, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six-month waiting period, provided the employee was not off the payroll more than six months. The employee may continue his or her health insurance on a full pay basis for the period of time he or she is off the payroll.

E. Appointment Letter

Each State department and agency shall provide a seasonal employee with an appointment letter indicating his or her date of hire and date of anticipated separation.

F. Department/Agency Seasonal Handbook

Each State department and agency shall prepare a seasonal employee handbook to be distributed to all seasonal employees.

G. A seasonal employee who is appointed to a permanent position in the competitive, non-competitive, or labor class, within one year of completing at least three years of continuous service of 19 pay periods cumulative in each of those three years, and who successfully completes his/her probationary period shall receive seniority credit for actual time worked as a seasonal employee for purposes of job bidding, as applicable.

H. Those seasonal employees who have Attendance coverage or those employees who have met the eligibility requirements for seasonal leave credits shall be entitled to an exit interview, upon written request, with a human resource designee, following notice of involuntary separation. A union representative may accompany the employee in the exit interview session.

Attendance and Leave Appendix

IV (ISU/OSU/DMNA)/V (ASU)

Sick Leave At Half Pay

ISU

Article 10.15 of this Agreement describes the conditions which must be met before mandatory sick leave at half-pay must be granted. However, under certain circumstances agencies may grant discretionary sick leave at half-pay pursuant to Section 21.5 of the Attendance Rules during any period of absence caused by personal disability for which the employee is not entitled to mandatory sick leave at half-pay under the contract. During waiting periods for mandatory sick leave at half-pay under this Agreement, employees continue to be eligible for sick leave at half-pay pursuant to the Attendance Rules and a determination must be made regarding granting or denying such leave under the Rules during that waiting period. For example, an employee in the ISU Unit who is otherwise

eligible, may be granted discretionary sick leave at half-pay prior to being absent 30 consecutive workdays. To be eligible for discretionary sick leave at half-pay under the Attendance Rules an employee must have completed one cumulative year of State service, must have permanent status as of the point sick leave at half-pay is to begin (probationers with no permanent hold item are not eligible), must have exhausted all accrued leave credits and must have submitted satisfactory medical documentation of personal disability. Although sick leave at half-pay under the Attendance Rules is discretionary, arbitrary denials are not consistent with the intent of the Rules.

ASU

Article 10.8 of this Agreement describes the conditions which must be met before mandatory sick leave at half-pay must be granted. However, under certain circumstances agencies may grant discretionary sick leave at half-pay pursuant to Section 21.5 of the Attendance Rules during any period of absence caused by personal disability for which the employee is not entitled to mandatory sick leave at half-pay under the contract. During waiting periods for mandatory sick leave at half-pay under this Agreement, employees continue to be eligible for sick leave at half-pay pursuant to the Attendance Rules and a determination must be made regarding granting or denying such leave under the Rules during that waiting period. To be eligible for discretionary sick leave at half-pay under the Attendance Rules an employee must have completed one cumulative year of State service, must have permanent status as of the point sick leave at half-pay is to begin (probationers with no permanent hold item are not eligible), must have exhausted all accrued leave credits and must have submitted satisfactory medical documentation of personal disability. Although sick leave at half-pay under the Attendance Rules is discretionary, arbitrary denials are not consistent with the intent of the Rules.

OSU

Article 10.9 of this Agreement describes the conditions which must be met before mandatory sick leave at half-pay must be granted. However, under certain circumstances agencies may grant discretionary sick leave at half-pay pursuant to Section 21.5 of the Attendance Rules during any period of absence caused by personal disability for which the employee is not entitled to mandatory sick leave at half-pay under the contract. During waiting periods for mandatory sick leave at half-pay under this Agreement, employees continue to be eligible for sick leave at half-pay pursuant to the Attendance Rules and a determination must be made regarding granting or denying such leave under the Rules during that waiting period. For example, an employee in the OSU who is otherwise eligible, may be granted discretionary sick leave at half-pay prior to being absent 30 consecutive workdays. To be eligible for discretionary sick leave at half-pay under the Attendance Rules, an employee must have completed one cumulative year of State service, must have permanent status as of the point sick leave at half-pay is to begin (probationers with no permanent hold item are not eligible), must have exhausted all accrued leave credits and must have submitted satisfactory medical documentation of personal disability. Although sick leave at half-pay under the Attendance Rules is discretionary, arbitrary denials are not consistent with the intent of the Rules.

DMNA (New)

Article 10.7 of this Agreement describes the conditions which must be met before mandatory sick leave at half-pay must be granted. However, under certain circumstances agencies may grant discretionary sick leave at half-pay pursuant to Section 21.5 of the Attendance Rules during any period of absence caused by personal disability for which the employee is not entitled to mandatory sick leave at half-pay under the contract. During waiting periods for mandatory sick leave at half-pay under this Agreement, employees continue to be eligible for sick leave at half-pay pursuant to the Attendance Rules and a determination must be made regarding granting or denying such leave under the Rules during that waiting period. For example, an employee in the DMNA who is otherwise eligible, may be granted discretionary sick leave at half-pay prior to being absent 30 consecutive workdays. To be eligible for discretionary sick leave at half-pay under the Attendance Rules, an employee must have completed one cumulative year of State service, must have permanent status as of the point sick leave at half-pay is to begin (probationers with no permanent hold item are not eligible), must have exhausted all accrued leave credits and must have submitted satisfactory medical documentation of personal disability. Although sick leave at half-pay under the Attendance Rules is discretionary, arbitrary denials are not consistent with the intent of the Rules.

Mandatory Alternate Duty Appendix

VII (ISU, OSU)/IX (ASU)/VI (DMNA)

B. Eligibility

To qualify for participation in the Mandatory Alternate Duty Program, an employee must meet the following criteria:

1. be classified as partially disabled at 50 percent or less by the State Insurance Fund (SIF);
2. and have a prognosis of full recovery (defined as the ability to perform the full duties of the job in which the employee was injured) within 60 calendar days (defined as 60 calendar days prior to the date of full recovery given by the examining physician).

These medical findings may occur in the course of an examination by an SIF consulting physician, or by the employee's attending physician, or in connection with a management-ordered medical evaluation. (Refer to "Medical Documentation" below).

An employee meeting these eligibility criteria may request his/her agency to develop an alternate duty assignment. Such request can be submitted at any time between the date of full recovery specified in the medical documentation and ~~65~~ **80** calendar days prior to that date. However, in no instance may the mandatory alternate duty assignment begin earlier than 60 calendar days prior to the date of full recovery provided by the examining physician. For any such employee who meets the eligibility criteria set forth above, as determined on the basis of medical documentation satisfactory to management, the appointing authority is required to take one of the following actions:

1. offer the employee a mandatory alternate duty assignment for up to 60 calendar days which takes into account the employee's physical limitations; or
2. where a mandatory alternate duty assignment cannot be provided, arrange for the employee to receive a supplement equal to the difference between that employee's full statutory benefit rate based on 100 percent disability and the partial disability statutory benefit rate paid to that employee by the SIF. This supplement is payable for the period the mandatory alternate duty assignment would have been expected to last, not to exceed 60 calendar days.

If a qualified employee does not request an alternate duty assignment, agency management may direct the employee to return to work on an alternate duty basis. Such alternate duty assignment shall be for up to 60 calendar days and shall take into account the employee's physical limitations.

The employee who accepts a mandatory alternate duty assignment is entitled to receive his/her regular full salary for the period of the mandatory alternate duty assignment. Where an employee declines a mandatory alternate duty assignment, the employee will be referred to the SIF for an appropriate benefit determination. Employees who neither request nor are ordered to return to work continue to receive wage replacement benefits from the SIF in accordance with the Workers' Compensation Law.

C. Medical Documentation

Medical documentation submitted to support an employee's participation in the Mandatory Alternate Duty Program must be satisfactory to management. This documentation should contain the following information: a statement that the employee is 50 percent or less disabled, an estimated date of full recovery that is within ~~65~~ **80** calendar days of the date of the medical examination, and a statement of the physical limitations which need to be taken into consideration in developing the employee's mandatory alternate duty assignment. This documentation may be provided by a SIF or other State-selected physician or by the employee's attending physician or be a combination of information from these sources. All medical documentation should be treated confidentially and great care should be exercised to protect employees against the indiscriminate dissemination or use of the medical information it contains. However, appropriate agency staff are entitled to have access to the medical information related to an employee's physical limitations to the extent it is necessary (1) to evaluate the employee's ability to participate in the Mandatory Alternate Duty Program and (2) to develop an appropriate assignment.

In certain instances, agency management will need additional medical information beyond the original documentation regarding an employee's participation in the Mandatory Alternate Duty Program. This need usually can be met by requesting more detailed information from the examining physician. Occasionally, agencies may need to have the employee examined by a physician selected by management. In those cases where agency management feels the need to have the employee examined by a physician selected by management, the agency shall make a reasonable effort to complete a medical examination within 20 calendar days from receipt of the employee's request for a mandatory alternate duty assignment.

When agency management fails to complete the medical examination and reach a decision regarding the employee's eligibility for an alternate duty assignment within the 20 calendar day period, the employee shall receive a supplement equal to the difference between the employee's full 100 percent disability statutory benefit rate and the partial statutory benefit rate being paid to the employee by the SIF until the examination is completed and a decision made. This provision shall not apply where the failure of the agency-selected physician to complete the medical examination is attributable to the employee's failure to appear for the examination, the employee's refusal to allow it to be held, or the employee's refusal to cooperate or provide the necessary documentation.

If, following this examination, the agency's physician does not find the employee eligible to participate in the Mandatory Alternate Duty Program, the employee will be referred to the SIF for an appropriate benefit determination.

The issue of medical documentation is not reviewable under Article 34 of the Agreement.

Leave Donation Appendix

X (OSU, ISU)/XI (ASU)/IX (DMNA)

The Appendix describes the leave donation program applicable to employees of the (ASU/ISU/OSU/DMNA) Unit. Detailed guidelines on program administration are contained in Attendance and Leave Manual Appendix H.

During calendar year 2001, the parties will review the ability of the State to offer leave donation across agency lines for employees other than family members.

Program Description

The intent of the Leave Donation Program is to provide a means of assisting employees who, because of long-term personal illness, have exhausted their accrued leave credits and would otherwise be subject to a severe loss of income during a continuing absence from work. This Appendix extends the provisions of the Leave Donation Pilot Program.

Eligibility Criteria - Donors

In order to donate vacation credits an employee of this unit must:

- be employed in the same department or agency or be a family member of an eligible recipient employed in another agency; ~~as the employee to whom donations are made;~~
- have a minimum vacation balance of at least ten days after making the donation, based on the donor's work schedule. Vacation credits which would otherwise be forfeited may not be donated.
- donor identity is kept strictly confidential.

Eligibility Criteria - Recipients

In order to receive donated leave credits, an employee of this unit must:

- be subject to the Attendance Rules or otherwise eligible to earn leave credits;
- be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to management is submitted as required;
- have exhausted all leave credits;
- be expected to continue to be absent for at least two biweekly payroll periods following exhaustion of leave credits or sick leave at half-pay;
- must not have had any disciplinary actions or unsatisfactory performance evaluations within the employee's last three years of State employment;
- be employed in the same agency or department as the prospective donor though not necessarily in the same facility or location, or be a family member employed in another agency.

Donations to and from Employees in Other Units

This section remains unchanged.

Restrictions on Donations

Only vacation credits which would not otherwise be forfeited may be donated. Credits must be donated in full-day units (7.5 or 8 hours). There is no limit on the number of times an eligible donor may make donations. Donated credits not used by recipients are returned to the donor, provided the donor is employed in the same agency as the recipient.

Remainder of this section is unchanged.

Use of Donated Credits

Add the following paragraph to end of current Section:

"Donations made across agency lines shall be used prior to donations made within the agency."

Administrative Issues

Add final paragraph to current section:

"For purposes of this Appendix, family shall be defined as any relative or any relative-in-law regardless of place of residence, or any person with whom the employee makes his or her home."

During calendar year 2001, the parties will review the ability of the State to offer leave donation across agency lines for employees other than family members."

New - Health Option Program Appendix

XI - OSU/ISU

XII - ASU

X-DMNA

This Appendix describes the Health Option Program (HOP) available to employees in the Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs Units. Detailed guidelines on program administration will be issued as part of the New York State Attendance and Leave Manual.

Program Description

Eligible employees may elect to continue to accrue sick leave at the current rate and to participate in the New York State Health Insurance Plan (NYSHIP) at current premium rates or to participate in the Health Option Program.

Under the Health Option Program, participating employees earn sick leave accruals at a reduced biweekly rate for 26 biweekly pay periods, which will result in earning three (3) fewer days of sick leave per year. Participating employees will receive a credit of up to \$300 per year based on the amount of the employee share of their NYSHIP premium. This credit will be applied to reduce the employee share of biweekly NYSHIP premiums for 26 biweekly pay periods.

Participating part time employees will earn three fewer prorated days per year and receive a prorated portion of the health insurance premium credit.

A Committee will be created to review tax deferred options.

This program is not subject to the grievance procedure contained in this Agreement.

Eligibility

In order to be eligible, an employee must:

- be employed on an annual salaried basis
- be eligible to earn sick leave credits
- have a sick leave balance of 15 days or more at time of election
- not have any outstanding unrepaid leave balances
- be a NYSHIP contract holder in either the Empire Plan or an HMO

Enrollment

The election to participate is made in November preceding the calendar year of participation and applies to sick leave credits that an employee would otherwise be eligible to earn during the next calendar year and NYSHIP premiums to be paid during the next calendar year. Sick leave credits already accrued cannot be exchanged under this program. Participation automatically terminates at the end of the calendar year.

Effective Dates

The first election period will be November, 2000 and the program will go into

effect January 1, 2001. The program is a pilot and will expire on December 31, 2001. If the parties agree to continue the program beyond that date, the \$300 maximum credit amount will be increased each year during which the program is made available under the 1999-2003 Agreement by any basic annual salary increase payable in that year. Although the pilot program may be continued beyond December 31, 2001, the entire program will sunset on April 1, 2003, unless extended by agreement of the parties.

New - Voluntary Reduction in Work Schedule Appendix

XII (ISU, OSU)

XIII (ASU)

XI (DMNA)

PROGRAM GUIDELINES

Introduction:

Voluntary Reduction in Work Schedule (VRWS) is a program that allows employees to voluntarily trade income for time off. The VRWS program is available to eligible annual-salaried employees in the Administrative Services Unit (ASU), Operational Services Unit (OSU), Institutional Services Unit (ISU), and Division of Military and Naval Affairs Unit (DMNA). Individual VRWS agreements may be entered into for any number of payroll periods up to a maximum of 26 biweekly pay periods in duration and must expire at the end of the last payroll period in the fiscal year.

1. Purposes

a. VRWS provides agencies with a flexible mechanism for allocating staff resources.

b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. Limitations: Eligibility, Work Schedule Reduction, Term of VRWS

a. Eligibility: This program is available to certain annual-salaried employees in the Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs Units.

(1) Employees are required to be employed to work on a full-time annual salaried basis for a minimum of one biweekly payroll period immediately prior to the time of entry into the VRWS Program. Time on paid or unpaid leave from a full-time annual salaried position satisfies this requirement.

(and) Employees must remain in a full-time annual salaried position during the term of the VR agreement

(and) Employees must have one cumulative year of State service on a qualifying schedule (any schedule which entitled the employee to earn leave credits, not necessarily a full time schedule).

Consistent with the way in which creditable service is counted under the Attendance Rules, separations of less than one year and periods of leave without pay of any duration are not counted toward the one-year service requirement but do not constitute a break in service. Employees who separate from State service (through resignation, termination, layoff, etc.) for more than one year cannot count service preceding that break in service toward the one-year requirement (unless the employee is reinstated by the Civil Service Commission or Department or appointed while on a preferred list.) Payroll periods of VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave and time on the Leave Donation Program will count toward the one-year service requirement.

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of 5 percent, in 5 percent increments, up to a maximum of 30 percent.

c. Term of VRWS Program: Effective with the first full biweekly payroll period in October, 2000, the VRWS program will commence for employees in the Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs Units.

3. Description of an Employee VRWS Agreement

a. An employee develops a plan for a reduced work schedule.

b. Management reviews and approves the plan as long as it is consistent with operating needs.

c. Jointly agreed plan specifies:

(1) Duration of VRWS agreement which may be up to a maximum of 26 biweekly payroll periods with the VRWS agreement expiring the last day of the last payroll period in the fiscal year.

(2) Percentage reduction of work schedule and salary.

(3) Amount of VR time earned in exchange for reduced salary.

(4) Schedule for use of VR time earned. This may be either a fixed schedule, e.g., every Friday, every Wednesday afternoon, an entire month off, etc. or intermittent time off.

(i) An employee's fixed schedule VR time off, once the VRWS schedule has been agreed upon by management, cannot be changed without the consent of the employee except in an emergency. In the event an employee's schedule is changed without his or her consent, the employee may appeal this action through an expedited grievance procedure.

(ii) VR time used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction in work week, e.g., a 10 percent reduction will result in 7.5 or 8 hours of VR credit earned each payroll period which the employee will charge on his or her scheduled VR absences. If the employee's VRWS schedule calls for one-half day off every Friday afternoon, 3.75 or 4 hours of VR credits will be charged for each Friday. An employee whose

VRWS agreement calls for a 10 percent reduction and taking an entire month off will work his or her full 37.5 or 40 hours each week, accrue 7.5 or 8 hours of VR credit each payroll period, and have the accumulated VR credits to use during that month.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives pay checks each payroll period at the agreed-upon, temporarily reduced level.

f. The employee will work a prorated share of his or her normal work schedule over the duration of the agreement period.

g. Participation in the VRWS program will not be a detriment to later career moves within the agency or the State.

h. Scheduled non-work time taken in accordance with a VRWS agreement shall not be considered to be an absence for the purpose of application of Section 4.5(f) of the Civil Service Rules governing probationary periods.

4. Time Limits

The employee and management can establish a VRWS agreement on a fiscal year basis of any number of payroll periods in duration from one (1) to twenty-six (26). The VRWS contract expires the last day of the last payroll period in the fiscal year. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. VRWS ending balances must be segregated for each fiscal year. The employee and management may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

5. Time Records Maintenance

a. All VRWS schedules will be based on the crediting and debiting of VR credits on the employee's time card against a regular 37.5 or 40 hour workweek.

b. VR credits earned during an agreement may be carried on the employee's time card past the end of the individual VRWS agreement and past the end of the fiscal year but must be liquidated by the September 30th following the end of the fiscal year in which the individual VRWS agreement expires. VRWS ending balances must be segregated for each fiscal year.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. However, agencies should encourage employees to use carried-over VR credits on a priority basis.

6. Advancing of VR Credits; Recovering a VR Credit Debit

a. To accommodate an employee whose VRWS agreement calls for an extended absence during the agreement period, an agency may advance VR credits in an amount not to exceed the number of hours for which the employee is paid in one payroll period.

b. If an employee terminates his or her employment and has a VR debit, the agency shall recover the debit from the employee's lagged salary payment for his or her last payroll period at work.

7. Coordination with Alternative Work Schedules

It is possible to coordinate VRWS agreements with Alternative Work Schedule arrangements when desired by the employee and consistent with operating needs. For example, a VRWS agreement may be combined with four-day week scheduling for a 37.5 hour/week employee by the employee opting for a 10 percent reduction to produce a workweek of 3 days of 8.5 hours and 1 day of 8.25 hours. Such a schedule would generate savings for the employee of commuting expenses, child care costs, etc. An alternative work schedule which applies to a single employee is considered to be an individualized work schedule and does not require approval through the normal Alternative Work Schedule approval process.

8. Effect on Benefits and Status

The effect of participation in the VRWS program on benefits and status is outlined in Appendix A (attached).

9. Effect on Overtime Payment for Overtime Eligible Employees

Scheduled absences charged to VR credits, unlike absences charged to leave credits, are not the equivalent of time worked for purposes of determining eligibility for overtime payments at premium rates within a workweek. For example, an employee who, under an 80 percent VRWS schedule, works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to premium rate payments on the sixth day. Similarly, VR credits earned, banked and charged after the payroll period in which they are earned are not counted in determining eligibility for overtime in the workweek in which they are charged. However, employees who work full time at reduced salary and bank VR credits who, as the result of working and charging leave accruals other than VR credits, exceed their normal 37.5 or 40-hour workweek continue to be eligible for overtime compensatory time and paid overtime in that workweek as appropriate.

Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this program.

10. Discontinuation or Suspension of VRWS Agreements

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. VR agreements may be discontinued, at management discretion, when an employee is promoted, transferred or reassigned within an agency, facility or institution, although VR credits must be carried forward on the employee's time record.

VR agreements may also be discontinued when an employee moves between agencies or between facilities or institutions within an agency. (See Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases below.)

Employees who go on sick leave at half pay for 28 consecutive calendar days, who

receive leave donation credits for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base. Suspension of a VR agreement does not extend the agreement beyond its scheduled termination date. If the employee returns to work prior to the scheduled termination date of the VR agreement, the employee's participation in the VR agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

11. Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases

The VRWS program is intended to be a program that allows employees to voluntarily trade income for time off. The agreement for program participation between the employee and management includes a plan for the use of VR time earned. Management must make every effort to ensure that VR time earned by an employee is used (1) under the terms of the individual VRWS agreement, (2) before the September 30th liquidation date (see section 5b), (3) before the employee separates from State service, and (4) while the employee is on the job he or she was in when the VRWS program agreement was made. If this is not possible, payment for banked (unused) VR time may be made in exceptional cases that fall under the following criteria:

1) Upon layoff, resignation from State service, termination, retirement or death, unused VR time will be paid at the then current straight time rate of pay.
2) Upon movement of an employee from one agency to another or between facilities or institutions within an agency, unused VR time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of the VR time on the employee's time card. The lump sum payment for VR balances upon movement to another agency or facility/institution will be made irrespective of whether or not the employee is granted a leave of absence from the agency where the VR time was earned. Payment will be made within two payroll periods following the move to the new agency/facility/institution.

3) VRWS ending balances must be segregated for each fiscal year. Employees who accumulate VR time in a fiscal year and who are unable to use the VR time by the applicable September 30th liquidation date due to management requirements predicated on workload will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the applicable September 30th liquidation date. **Requests for payment in these exceptional cases described in this paragraph should be directed to GOER Research Division—VRWS Program and will be decided on a case-by-case basis.** In all cases where payment for unused VR time is made, notification of payment must be sent to GOER Research Division—VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of hours in the employee's normal workweek (37.5 or 40), number of days of unused VR time, daily rate of pay, and gross dollar amount of payment. In addition, agencies must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

12. Review of VRWS Denials

a. Individual Requests

An employee whose request to participate in the VRWS program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the agency head or the designee of the agency head. Such requests for review must be made, and will be reviewed, in accordance with the following procedure:

(1) Requests must be submitted by the employee or the employee's representative within ten working days of receipt of the written statement or of the date when the written statement was due.

(2) Requests must be submitted to the official who serves as the agency head's designee at Step 2 of the grievance procedure. Employees of facilities must currently provide a copy of such request to the facility head.

(3) Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his or her work can be reorganized or reassigned so that his or her participation in the VRWS program will not unduly interfere with the agency's program operations.

(4) The designee of the agency head shall review the appeal and make a determination within ten working days of receipt. The determination shall be sent to the employee and a copy shall be sent to the President of CSEA. The determination shall be based on the record, except that the agency head's designee may hold a meeting with the employee and/or the employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The agency head's designee shall consider such request in determining whether or not to hold a review meeting.

(5) The determination of the agency head's designee shall not be subject to further appeal.

b. Facility-Wide or Agency-Wide Practices

When CSEA alleges that an agency or a facility, or a sub-division thereof, has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor/management committee at the appropriate level. Such labor/management discussions shall be held in accordance with relevant provisions of the applicable negotiated agree-

ment.

13. Exceptions

The restrictions and limitations contained in these Program Guidelines may be waived by the Governor's Office of Employee Relations whenever that Office determines that strict adherence to the guidelines would be detrimental to the sound and orderly administration of State government.

APPENDIX A

VOLUNTARY REDUCTION IN WORK SCHEDULE:

Effect on Benefits and Status

Annual Leave - prorate accruals based on the employee's VRWS percentage

Personal Leave - prorate accruals based on the employee's VRWS percentage

Sick Leave at Full Pay - prorate accruals based on the employee's VRWS percentage

Holidays - no change in holiday benefit

Sick Leave at Half Pay - There is no impact on eligibility or entitlement. Employees who go on sick leave at half pay for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full time work schedule and pay base.

Workers' Compensation Benefits - There is no impact on eligibility for entitlement to workers' compensation benefits pursuant to rule or contract. Following 28 consecutive calendar days of absence due to a work-related injury or illness, the VRWS agreement is suspended and the employee is returned to his or her normal full time work schedule and pay base.

Leave Donation - Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

Military Leave - no impact on eligibility or entitlement

Jury-Court Leave - no impact on eligibility or entitlement

Paid Leave Balances on Time Card - There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Vacation, sick leave and holiday balances are carried forward without adjustment; the personal leave balance is prorated.

Shift Pay - prorate

Inconvenience Pay - prorate

Location Pay - prorate

Geographic Pay - prorate

Pre-Shift Briefing - prorate

Standby Pay - no impact

Salary - Normal gross salary earned is reduced by the percentage of voluntary reduction in work schedule. There is no effect on the base annual salary rate.

Payroll - The employee never leaves the payroll. An employee remains in full payroll status with partial pay for the duration of the agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level.

Return to Normal Work Schedule - An employee will return to his or her normal full time work schedule and pay basis upon completion of the VRWS agreement period.

Banked (Unused) VR Time Upon Return to Normal Work Schedule - VR time credits may be carried forward on the employee's time card after completion of the individual VRWS agreement period but must be liquidated by the September 30th after the end of the fiscal year in which the employee's individual agreement expires. VRWS ending balances must be segregated for each fiscal year.

Banked (Unused) VR Time Upon Separation - Unused VR time credits will be paid at the straight time rate upon layoff, resignation from State service, termination, retirement or death.

Banked (Unused) VR Time Upon Promotion, Transfer or Reassignment Within an Agency or Within a Facility or Institution - Unused VR time credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS program agreement is at the discretion of management.

Banked (Unused) VR Time Upon Movement From One Agency to Another or Between

Facilities or Institutions Within an Agency - Unused VR time credits will be paid at the straight time rate by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institu-

tion accepts the transfer of VR time on the employee's time card.

Health Insurance - no effect; full coverage

Dental Insurance - no effect; full coverage

Employee Benefit Fund - no effect

Survivor's Benefit - no effect

Retirement Benefit Earnings - Participation will reduce final average salary if the VRWS period is included in three years of earnings used to calculate final average salary.

Retirement Service Credit - prorate

Social Security - There is no change in the contribution rate, which is set by Federal Law and applied to the salary that the employee is paid.

Unemployment Insurance - no change; formula set by statute

Performance Advance or Increment Advance - Evaluation date is not changed; no change in eligibility.

Performance Award or Lump Sum Payment - no impact; no change in eligibility

Longevity Increase - no change in eligibility

Probationary Period - No effect; scheduled non-work time under a VR agreement is not an absence for this purpose.

Traineeship - No effect; traineeships are not extended by scheduled non-work time under a VR agreement.

Layoff - No impact; seniority date for layoff purposes is not changed.

Seniority - No impact; employee never leaves the payroll; seniority date is not changed; full seniority credit is earned.

Seniority for Promotion Examinations - No impact; VR time used shall be counted as time worked in determining seniority credits for promotion exams.

Eligibility for Promotion Examinations - No impact; VR time used shall be counted as time worked in determining eligibility for promotion exams.

Eligibility for Open Competitive Examinations - Prorate; VR time used shall not be considered time worked for determining length of service for open competitive examinations.

Overtime Work - VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek.

"Incredibly bad luck, followed by unusually good luck"

Bridge commuter's life saved by CSEA, others hands

BEAR MOUNTAIN — When an early morning commuter crashed his car near the Bear Mountain Bridge, he didn't know it was truly his lucky day CSEA members were on the job.

"Pea soup fog" shrouded the bridge as motorists crept to work at 5 a.m., said Dana Tripodo, a member of Bridge Authority Local who was collecting tolls.

"You couldn't see two feet in front of you," she recalled.

Tripodo, a nine-year employee, and co-worker Elaine Sassone-Ahmed, were working in their toll booths when a driver stopped his car and yelled to them that there had been an accident on the Westchester County side of the bridge.

Sassone-Ahmed immediately took charge of the toll booth area and managed to direct traffic and contact police, the bridge maintenance crew and the bridge manager.

Tripodo jumped into a truck and drove to the other side.

Because of the fog, a driver didn't

It was an extraordinarily awful situation that was remedied quickly as a result of the presence of these people with these unusual skills.

see the stop sign at the intersection and "T-boned" another car coming from the other direction.

Between the wall and a car fire

The impact pushed the car into the bridge wall and a small fire started in the car.

Squeezing her way into a small space between the bridge wall and the smoking car, Tripodo, an emergency room nurse at a local hospital, leaned into the car and held the man's head while one of the bridge employees put out the fire.

"He had a bad head injury," said Tripodo about the driver, "and he began having seizures." Tripodo knew he was in serious trouble.

"The guy didn't know what happened and kept going in and out of consciousness," she said. "He had a big gash in the back of his head. I had to keep his airway clear. By the

time the paramedics got there he was starting to stiffen up."

In the midst of the confusion, a local fire chief was driving over the bridge and stopped at the accident scene.

Tripodo said the chief used his radio to call his fire department and ask for special equipment to extricate the driver from his car.

The coincidences continued.

Jack Gaffney, executive director of the Bridge Authority, was in the area. Hearing the frantic conversation on his two-way car radio and seeing the traffic tie-up, he contacted the bridge office to find out what was going on.

As Gaffney drove toward the bridge, he saw Tripodo and the others saving the life of the driver.

"Mr. Gaffney couldn't believe the whole scene," said Tripodo.

Because of the decisive actions by Tripodo and others, the driver survived the accident and said he is grateful an off-duty nurse was collecting tolls that early foggy morning.

Jobs well done

Gaffney recently presented plaques of recognition to Tripodo and Sassone-Ahmed for their response to what could have been a deadly accident.

He also recognized two other bridge employees: Klaus Roth, the laborer who put out the fire in the driver's car, and Steve Accilli, the bridge foreman.

"Dana played a major role," said Gaffney. "She jumped into the back seat and probably saved the guy's life. He was sliding into shock, going downhill fast and Dana was yelling at him 'don't you dare go to sleep!'"

Gaffney said it was fate that brought all the players together that early morning.

"It was serendipitous that this person was coming across the bridge in the fog and dark and all those people happened to come along to help him," he said.

"It was an extraordinarily awful situation that was remedied quickly as a result of the presence of these people with these unusual skills. For the driver, it was incredibly bad luck followed by unusually good luck," Gaffney said.



CSEA Bridge Authority Local members Dana Tripodo and Elaine Sassone-Ahmed were among those who were on the scene to help save a commuter's life.

CSEA wins federal medical leave act case

CSEA recently won a case in the Town of Southampton where a union member was fired for absences caused by a mental health condition.

CSEA was able to prove the town didn't provide the member with the required Family and Medical Leave Act (FMLA) notices for those absences and the absences were improperly held against him.

While the federal Department of Labor found FMLA violations in the Town of Southampton, they would not sue on the member's behalf.

CSEA, however, took the case to U. S. District Court and during depositions the town admitted it didn't comply with FMLA.

"As a direct result of this case, the town finally began complying with the FMLA notice provisions," said CSEA attorney Tim Connick.

"This is a benefit to this CSEA member and to all CSEA members in that town," Connick added.

"This is a great wake-up call to management across the state that CSEA will fight and win cases where our members are denied their rights under FMLA," said CSEA Long Island Region President Nick LaMorte.

A \$70,000 settlement was reached with the member just before the trial, and CSEA was reimbursed \$30,000 for attorneys' fees, costs and disbursements.

"CSEA really helped me. I could not have won this without the union. They did a great job," the member said.

"Union members should not hesitate to contact CSEA if their FMLA rights are violated," said Connick.

— Sheryl Jenks

— Anita Manley



Castle in the Sand



The siege mentality at Long Beach Medical Center will do little to protect management from CSEA's foot soldiers battling at the gates to bring the benefits of union membership to the medical center's workers. Four hundred and forty three LBMCM members have made their choice, and the full weight of CSEA's

statewide organization is behind them. Intimidation and retaliation will buy LBMCM management nothing but grief. It's time to put aside the childish tactics and begin working on a contract built on fairness and respect. (See story on Page 3 and President Danny Donohue's column on Page 4.)

CSEA pulls ads from Watertown TV station in show of solidarity

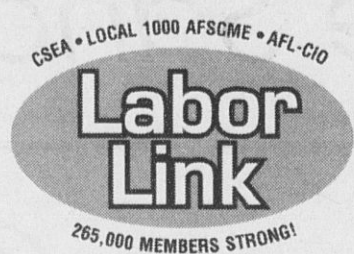
WATERTOWN — When CSEA-represented state workers picketed in Watertown last year, they were joined by members of the National Association of Broadcast Employees and Technicians (NABET)/Communications Workers of America Local 24, who were also fighting a contract battle with their employer, area television station WWNY Channel 7.

And when the NABET/CWA Local 24 workers asked for support, CSEA was there to back them up.

At the urging of CSEA Watertown area leaders Fred Gerloff and Dan Brady, CSEA pulled its advertising worth thousands of dollars from the station in a show of support.

At issue for the TV workers is the anti-union climate that has flourished at the station since it was purchased in 1981 by the United Communications Corp., unionized employees said.

In the last 19 years, the union's representation has dropped from 41 workers to 17, even though the station still staffs about the same number of



people, but at lower pay and with fewer benefits.

The union workers, who have not received a raise since 1997, are now being told they have to give up their rights to job assignments to get a new

contract.

This would effectively bust the union, activists said.

Meanwhile, non-union workers at the station have received two raises since the company began its attack on the union.

"We couldn't stand by and send our advertising dollars to this multi-million dollar corporation which continues its attack on these unionized workers," CSEA President Danny Donohue said.

"We're proud to support our brothers and sisters who work for the station," he added.

CSEA is echoing Local 24's call for their members in the North Country to turn off WWNY until the contract dispute is resolved.

— Mark M. Kotzin

A call to fast for New York's working poor

CSEA members are invited to fast from solid food for 40 continuous hours to focus attention on abuses to thousands of New York's "invisible" workers: food service employees, janitors, health aides and farm workers.

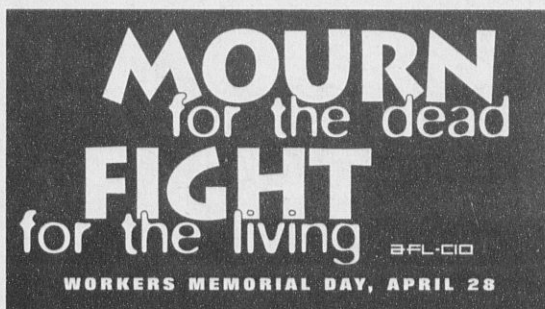
The New York State Labor-Religion Coalition has long been uniting conscience and community to bring attention to and create change in the conditions affecting working people.

Our religious traditions and our history of labor struggle unite us in a 40-hour fast each year on behalf of working people who suffer even in these times of abundance.

By fasting, we commit ourselves to challenge some of our society's myths about work and the economy, including:

- That the minimum wage can support a family.
- That most minimum wage earners are teenagers who are not supporting themselves or a family.
- That today's strong economy is a tide that lifts all boats.
- That New York state has successfully addressed the gap between rich and poor.

The fast will run from 8 p.m. Wednesday, March 29 through noon Friday, March 31.



Be sure to mark Workers' Memorial Day on April 28.

When you go to work, you shouldn't have to worry about whether you will return home that evening; and you shouldn't have to return home blinded, sick or maimed because your workplace is unsafe and/or unhealthy. But that's what happened to more than 6 million American workers in 1997:

- 6.2 million were injured or became sick on the job,
- 50,000 died because of occupational illnesses,
- 6,200 died from fatal injuries at work.

For decades, the union movement has led the fight for and won job safety protections that have improved the lives of all workers, organized and unorganized. That fight continues every day in our workplaces, in the legislatures where laws are enacted and in the offices of government regulators whose duty is to protect our environment and keep us safe.

Stand up and be counted!

The Census Bureau is conducting the 2000 census, and it's vital that CSEA members complete the forms mailed to them.

Census counts not only help the government know who's living where, they also determine legislative districts for state and federal governments.

By not taking part in the census, you could lose your voice in Washington.

The Census Bureau forms mailed to your home can be filled out in a few minutes. Do your part, stand up and be counted!

For more information, visit the census Web site at: <http://www.census.gov>.

Population estimates on March 15:

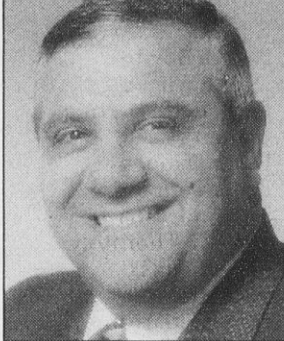
U.S. — 274,422,998.

World — 6,050,715,095

CSEA region election results

The CSEA Statewide Election Committee has certified the results in races for the union's statewide and region offices and 122-member board of directors. In the Western Region, president-elect Mike Bogulski declined to take office, choosing to continue as Erie County Local and Unit president. Central Region President Jim Moore has been asked to work with region Director Roger Sherrie and the region's elected leadership in overseeing region business. The Western Region's remaining slate has taken office. An election to fill the president's position will be held shortly.

Long Island Region



Nick LaMorte President*

Tony Giustino — Ex. Vice President
Carol Guardiano — 1st Vice President*
Liz Pearsall — 2nd Vice President
Les Eason — 3rd Vice President
Catherine Pipitone — Secretary
Barbara Allen — Treasurer

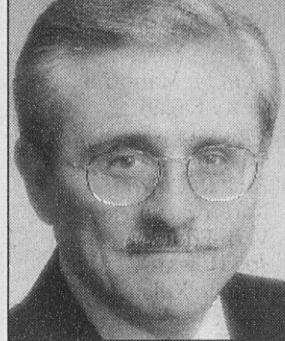
Metro Region



George Boncoraglio President*

Lester Crockett — Ex. Vice President
Leonita Wilson — 1st Vice President*
Linda Williams — 2nd Vice President
Anita Booker — Secretary*
Caroline Vereline-Sikoryak — Treasurer*

Southern Region



Carmine DiBattista President

Diane Hewitt — Ex. Vice President*
Irena Kobbe — 1st Vice President*
George Henry — 2nd Vice President*
Ken Monahan — 3rd Vice President*
Chris Mumma — Secretary*
Diana Harris — Treasurer*

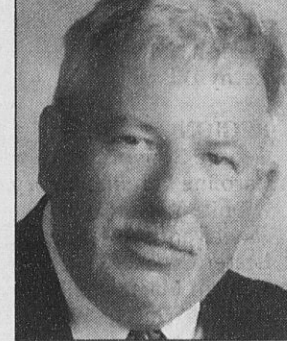
Capital Region



Kathy Garrison President

Debra McCallen — Ex. Vice President
Shirley Alghzali — 1st Vice President
Bill Lauer — 2nd Vice President
Linda M. Schwab — 3rd Vice President
Lea A. Steele — Secretary
James J. Ingoldsby — Treasurer

Central Region



James J. Moore President*

Virginia Sheffey — Ex. Vice President*
Betty Thomas — 1st Vice President*
Bob Timpano — 2nd Vice President*
JoAnn Mastronardi — 3rd Vice President*
Dorothy Breen — Recording Secretary*
Roslie Tallman — Treasurer*

Western Region

VACANT

Mike Bogulski President-elect (declined to take office)

Kathleen Button — 1st Vice President
Hank Hoisington — 2nd Vice President
Steven Hurley — 3rd Vice President
Dawn Smith — Secretary
Bill Stanton — Treasurer

* Unopposed

Board of Directors election results

CSEA's board of directors is comprised of 122 voting and non-voting members, charged with the power and authority to transact all of the union's business.

Ag. & Markets — Raymond M. LaRose*
Audit & Control — Georgianna Natale*
Civil Service — Maggie McCafferty*
Correctional Services — Susan Crawford, Jeff Howarth*
Economic Development — Rose DeSorbo*
Education — Rick Weeks
Environmental Conservation — LaVerne "Vern" French*
Executive — Cindy Egan
DerGurahian, Thomas Moylan*
Family Assistance — Wilma Hasser
Health — Robert V. Simoni*
Insurance — Susan Matan*
Judiciary — Thomas F. Jefferson*
Labor — Barbara Moloney
Law — Angela Fiore
Mental Hygiene/Region 1 — Carol Guardiano*
Mental Hygiene/Region 2 — Joel Schwartz, Lamont "Dutch" Wade*

Mental Hygiene/Region 3 — Alan L. Ackerman, Diane Hewitt
Mental Hygiene/Region 4 — Helen Fishedick
Mental Hygiene/Region 5 — Lori Nilsson, Rose MacBlane*
Mental Hygiene/Region 6 — Kathleen Button, Dawn Smith*
Motor Vehicle — Michael Febraio, Jr.*
Public Service — Robert Calhoun*
State Department — Mary A. Capano
State Pub. Authorities — John Francisco*
Taxation & Finance — Jacquelyn Goldsmith
Teachers' Retirement System — Michael D'Alessandro*
Transportation — Laurie A. Hayes, Lyle H. Evans*
Universities — Betty Lennon, Joe McMullen, Paul McDonald, Alfredo Carlo*
Albany — Jack Rohl*
Allegany — David J. Mayo*
Broome — Doreen Reigles*

Cattaraugus — Tim Anderson*
Cayuga — Virginia "Ginger" Sheffey*
Chautauqua — James V. Kurtz
Chemung — Thomas P. Pirozzolo*
Chenango — no qualified candidates
Clinton — Jeanne Kelso*
Columbia — Sherrill Phillips*
Cortland — Sadie E. Ross*
Delaware — George E. Lawson*
Dutchess — Elizabeth Piraino
Erie — Jeanette M. Newman
Essex — Victor J. Putman*
Franklin — no qualified candidate
Fulton — Sandra J. Lewis*
Genesee — Sharon L. Bork*
Greene — Mary-Alice Whiteman
Herkimer — Patricia Labrozzi*
Jefferson — Dan Brady*
Lewis — no qualified candidate
Livingston — Mary Jo Tubbs*
Madison — Roslie M. Tallman*
Monroe — Michael Flavin*
Montgomery — Gary China*

Nassau — Tony Giustino, John C. Shepherd
Niagara — Mark Dotterweich*
Oneida — Frank A. D'Allesandro*
Onondaga — Tad Fundalinski*
Ontario — no qualified candidate
Orange — Sabina Shapiro*
Orleans — Christine Covell*
Oswego — Valerie Williams*
Otsego — George R. Smith*
Putnam — Irena Kobbe*
Rensselaer — Robert Plunkett*
Rockland — no qualified candidate
St. Lawrence — Betty J. Thomas*
Saratoga — Ronald D. Revers*
Schenectady — Hal Gray*
Schoharie — no qualified candidate
Schuyler — no qualified candidate
Seneca — Bruce K. Damalt*
Steuben — Ron Gillespie*
Suffolk — Elizabeth M. Puttre*

Sullivan — no qualified candidate
Tioga — Lynn Wool*
Tompkins — no qualified candidate
Ulster — Alessandra E. Reynolds*
Warren — Judy Ann Johnson*
Washington — no qualified candidate
Wayne — Cynthia J. Herman*
Westchester — Grace Ann Aloisi, Glen Fortunato*
Wyoming — Sandra L. Boyd*
Yates — Carol A. Thornton
L.G. Education/Region 1 — Jean Ahlert
L.G. Education/Region 3 — Maryjane MacNair*
L.G. Education/Region 4 — Elizabeth Eagan*
L.G. Education/Region 5 — no qualified candidates*
L.G. Education/Region 6 — David D. Spacone*

* Unopposed

CSEA delegates to the AFSCME convention

CSEA members vote for delegates to AFSCME's convention to represent the membership. The convention is held every two years, during which changes to AFSCME's constitution and bylaws, which ultimately affect CSEA, are voted on. This year's convention is scheduled for Philadelphia, PA June 25-30.

REGION 1

Nick LaMorte
Tony Giustino
Carol Guardiano
Liz Pearsall
Les Eason
Barbara Allen
Cathy Pipitone
Paul D'Aleo
Mary Ellen DeLouise
Jim Wall
Gene Haynes
Ken Cavanaugh
Rose DellaRosa
Alfredo Carlo
Mary D'Antonio
Liz Puttre
Denis Midnet
Diane Klement
Bill Flanagan
Tim Jaccard
John C. Shepherd
Meg Shutka
Ray Santora
Bobby Holland
Monica Berkowitz
Lee Reynolds
Jane D'Amico
Noreen Lingham
Jewel Weinstein
George Walsh
Cynthia Hancock
Mary Delmare
Bobbi Eisgrau
Kathy Vitan
Nancy Ianson
Harry Ader
Marie Moffett

Al Saar
Marion Hulse
Kathy DiBari

REGION 2

George Boncoraglio
Caroline Vereline Sikoryak
Leonita Wilson
Janet Ventrano Torres
Lester Crockett
Vincent Martusciello
Lamont "Dutch" Wade
Joel Schwartz
Tony Bailous
Lou Smith
Mary Greenman
Alex Couret
Denise Berkley
John "Bunny" Jackson

REGION 3 (Unopposed)

Carmine DiBattista
Diane Hewitt
Irena Kobbe
George Henry
Kenneth Monahan
Chris Mumma
Diana Harris
Jeff Howarth
Grace Ann Aloisi
Micki Thoms
Alan Ackerman
Mike Titone
Mary Miguez
Joan Stewart
Bill Curtin
Alessandra Reynolds
Kevin Dumond

Rosemarie Kukys
Pamela Alexander
Judy Watts-Devine
Ron Wilson
Lizabeth Piraino
Barbara Ritshie
Pat Nikkels
Mary Ann Walsh
Marianna Nelson
Gary Conley
Mike Kearney
Pam Patnode
Jane Fiore
Ron Green
Dottie Lattin
Lenny Beaulieu
Debbie Downey
Georgia Gentile
Bill Riccaldo
Glen Fortunato
Maryjane MacNair
Sara Bogart

REGION 4 (Unopposed)

Carmen Bagnoli
Georgianna Natale
Mike Febraio
Jack Rohl
Bill McMahon
Bob Calhoun
T.J. O'Donnell
Rose DeSorbo
Randy Goldberg
Gary China
Loralee Whitlock
Linda Hillje
Dottie Dutton
Sue Crawford

Bill VanGuilder
Maggie McCafferty
Tom McMahon
Betty Eagan
Sandy Lewis
Barbara Moloney
Jack DeChiro
Karen Jazvinski
Vern French
Joe Howard
Mike Kearney
Jeanne Kelso
Hank Wagoner
Dan Vallee
Netha DeGroff
Chris Ross
Betty Lennon
Angela Fiore
Joanne DeSarbo
Helen Fishedick
Joe Melita
John Wakewood
Keith Prior
Gail Hansen
Cindy Egan DerGurahian

REGION 5 (Unopposed)

Jim Moore
Ginger Sheffey
Betty J. Thomas
Bob Timpano
JoAnn Mastronardi
Dorothy Breen
Roslie Tallman
John Harbin
Linda L. Ranger
Lori Nilsson
George Smith
Valerie Williams

Frank Forte
Bruce K. Damalt
Brian Mayock
Dan Brady
Beverly Centers
Debra Davenport
Tom Pirozzolo
George Lawson
Casey Walpole
Doreen Reigles
Joe McMullen
Cathy Barretta
Ellen Lennon
Michael J. Kaiser
Joe Miceli
Lyle Evans
David Berry
Sheila Sears
Richard Britton
Wayne Sherman
Sandy Delia
Rose MacBlane
Teresa Bush
Sally Heater
Charlotte Adkins
Sadie Ross
Bob Schelhas
Fred Gerloff

REGION 6

Florence "Flo" Tripi
Marie Prince
Kathy Button
Barbara Epstein
James V. Kurtz
Thomas J. Warzel
Donna Dobbler
Robert Mootry Jr.

Ron Castle Jr.
Sandie Boyd
Duane Wilcox
Bernadette "Bernie"
Giambra
Brian Madden
Doris Cota
Tim Anderson
Carol A. Thornton
Mike Bogulski
Wilma Hasser
Rocco Sidari Jr.
James R. Smith
Wendy Wedman
Ronald Gillespie
Cynthia "Cyndy" Herman
Richard McIntyre
John V. Stading
Paul McDonald Jr.
Sally Smith
Robert Anderson
Dawn Smith
Ed Quackenbush
Bruce Norton
Robert "Robbie" Ellis
Sam Seger
Ken Penski
Elaine Timm
Steve Hurley
David Spacone
Mark W. Dotterweich
Tim Osborn
Noreen McParlin

Break in membership affects eligibility for union office, voting privileges

A break in union membership status can have long-term future implications. Your membership status affects your eligibility with respect to:

- seeking or holding union office;
- signing nominating petitions for potential candidates;
- voting in union elections, and;
- voting on collective bargaining contracts.

Only members "in good standing" can participate in these activities. To be in "good standing," your dues cannot be delinquent.

If you go on unpaid leave or for any other reason have a break in your employment status, your dues will not continue to be paid through payroll deductions. You must make arrangements to pay your dues directly to CSEA to continue your membership status. If you are either laid off or placed on leave without pay status due to becoming disabled by accident, illness, maternity or paternity, you may be eligible for dues-free membership status for a period not to exceed one year.

Note, however, you **must** continue to pay dues to run for office. Dues-free or gratuitous membership allows members to continue their insurance coverage while out of work. It does not protect your right to run for or hold office.

You must notify the CSEA Membership Records Department at 1-800-342-4146, Ext. 1327, of any change in your status and what arrangements you are making to continue your membership in CSEA.

May 15 is deadline for submitting proposed resolutions, changes to CSEA's Constitution & Bylaws

Proposed resolutions and proposed amendments to the CSEA Constitution & Bylaws for consideration by CSEA delegates to the union's 2000 Annual Delegates Meeting must be submitted by May 15.

Proposed resolutions may be submitted only by a delegate and must be submitted on the proper forms. Forms for submitting resolutions are available from CSEA headquarters and region offices.

Proposed resolutions and proposed amendments to the Constitution and Bylaws must be submitted to Statewide Secretary Barbara Reeves, CSEA Headquarters, 143 Washington Ave., Albany, N.Y., 12210-2303.

The 2000 CSEA Annual Delegates Meeting will be held Sept. 25-29 in New York City.

Take the mystery out of workers' comp process CSEA workshops coming soon

Union activists and local officers can learn the basics about the state Workers' Compensation law and how it affects all union members at a series of statewide workshops.

Attendees at the program will learn about CSEA Workers' Compensation Legal Assistance Program, which is a CSEA member benefit.

Examining the myths surrounding the workers' compensation program, communicating the program's benefit to members, and recognizing the sequence of events in a workers' comp claim will be on the agenda.

LONG ISLAND REGION

Registration: (516) 462-0030

Registration at 6 p.m. All programs 6:30-9:30 p.m.

April 4: Levittown Memorial Education Center
Ranch & Abbey Lane
Levittown

METROPOLITAN REGION

Registration: (212) 406-2156

Registration at 5:30 p.m. All programs 6-9 p.m.

April 5: Adam Clayton Powell State Office Building
163 W. 125th Street
Manhattan

April 26: Brooklyn DDSO
888 Fountain Avenue
Brooklyn

April 27: Metropolitan Region Office
40 Fulton Street
Manhattan

SOUTHERN REGION

Registration: (914) 831-1000 or 1-800-757-CSEA

Registration at 5:30 p.m. All programs 6-9 p.m.

April 6: CSEA Local 860 Office
595 W. Hartsdale
White Plains

April 18: Holiday Inn
503 Washington Avenue
Kingston

April 19: Southern Region Office
735 State Route 52
Beacon

April 24: Local 836
446 East Main Street
Middletown

CAPITAL REGION

Registration: (518) 785-4400 or 1-800-874-7344

Registration at 5:30 p.m. All programs 6-9 p.m.

May 1: The Inn @ Smithfield
446 Cornelia Street
Plattsburgh

May 18: CSEA Headquarters
143 Washington Ave.
Albany

June 8: Best Western
10 Market Street
Amsterdam

CENTRAL REGION

Registration: (315) 433-0050

Registration at 5:30 p.m. All programs 6-9 p.m.

May 8: Treadway Inn
1100 State Route 17C
Owego

May 31: Sunmount Development Center
Community Campus Dining Room
Building #4

403 Park Street
Tupper Lake

June 1: Days Inn
110 Commerce Park Drive
Watertown

WESTERN REGION

Registration: (716) 886-0391

Registration at 6 p.m. All programs 6:30-9:30 p.m.

May 2: State University College @ Fredonia
William Center, Building S104
Fredonia

May 3: University @ Buffalo
SUNY
Center for Tomorrow
Flint/Maple Road
Amherst

May 11: Pendleton House
Transit Road
Lockport

May 24: Radisson Hotel
125 Denison Parkway East
Corning

May 25: Laborer's International Union of North America
20 Fourth Street
Rochester

Empire Plan expands out-of-state network

Beginning July 1, the number of participating providers available to Empire Plan enrollees in North Carolina, South Carolina and Arizona will increase because of the meshing of the current out-of-state Empire Plan provider network with United HealthCare's national network.

Members who need a participating provider in any of the three states should ask if the provider is part of United HealthCare's Options PPO network. Some providers in this much larger network are not yet familiar with the Empire Plan name.

Most current Empire Plan providers will also be a part of United HealthCare's Options PPO network.

However, members should ask the provider before services are rendered or explore the expanded provider network Web site at <http://www.cs.state.ny.us>. United HealthCare may also be reached at 1-800-942-4640.

In all other states including New York, members should continue to ask if the health care provider is an Empire Plan participant. Using a participating provider helps members make sure they are receiving health care from a credentialed provider, helps limit out-of-pocket costs, and eliminates the need to file claim forms.

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"It's a privilege to be part of CSEA"

Union rescues health benefits for member

Former CSEA Town of Smithtown worker Martin Aponte literally wells up when he talks about how grateful he is to CSEA.

"The real story is about CSEA and what the union did for me and my family," said Aponte, a Smithtown resident.

It is because of CSEA and Aponte's diligence that he now receives vital health insurance for himself, his wife and their two children.

Aponte is on a state-approved early retirement because of a back injury suffered on the job and a heart condition.



Martin Aponte

After a brief stint several years ago with the Suffolk County Sheriff's Department, Aponte returned to work at the town. He had full health benefits, title and salary. He continued working for the town and was given longevity checks for his tenth and eleventh years of service.

Last year, Aponte was lifting a 100-pound hand roller when it fell on top of him, causing major trauma to his back.

He tried to return to work at a lighter-duty job, but the town wouldn't approve it.

When Aponte went out on early retirement, the town denied him and his family medical coverage, claiming he had not worked for five consecutive years.

CSEA steps in

"That's when (Town of Smithtown CSEA Unit President) Doug Keltner came in and told town leaders, 'I don't care if Mr. Aponte sold pencils on the sidewalk, you granted him that leave of absence and you have since recognized him with longevity payments. He definitely qualifies for health insurance in his retirement,'" Aponte said.

Keltner worked with CSEA Labor Relations Specialist Bob Brooks to get the matter resolved.

"I am so grateful and pleased with what CSEA has done for me," said Aponte who suffers from chronic back pain and limited mobility.

"Every day I wake up and say thank God my family has health insurance coverage," Aponte added.

"A lot of people take that coverage for granted, but it's so important. I feel it's a privilege to be part of CSEA and I am now a member with the CSEA retirees group," Aponte said.

— Sheryl Jenks

CSEA • LOCAL 1000 AFSCME • AFL-CIO

CSEA Today

265,000 MEMBERS STRONG!

PEOPLE PERSON — The PEOPLE recruiter of the month for February is Frank Balsano of CSEA's Western Region. He has recruited 49 new PEOPLE members. PEOPLE is CSEA and AFSCME's political action program aimed at electing friends of working families to Congress ... **NORTH COUNTRY WIN** — CSEA will continue to represent non-instructional employees of the Peru School District. The secret ballot election was conducted by the State Public Employment Relations Board after an independent group tried to raid the CSEA Unit (see Photo of the Month, Page 2) ... **GORE BACKERS** — President Danny Donohue, Executive Vice President Mary Sullivan and Treasurer Maureen Malone were recently elected Gore delegates to the Democratic National Convention. Rounding out the Gore contingent from CSEA ranks will be delegate Shirley Baker and alternates Patricia Antinello and Robert Lattimer ... **COURT RULING** — The Court of Appeals in a unanimous decision ruled New York City's Work Experience Program (WEP), or "workfare," does not have to pay prevailing wage. The court also said civil service rules and other protections for workers do not extend to welfare recipients working for public assistance benefits ...

BIG BACK PAY — In Onondaga County, the courts have ruled a library worker and CSEA member was unlawfully fired and should be reinstated with back pay to 1995 ...

CONTRACTS RATIFIED — The ink is dry and all papers signed for new contracts for the Waterfront Commission in New York City. Workers in Rockland County, the Greenburgh School District, Elmsford School District and

Essex County all have new pacts. Same goes for CSEA members in Chemung County, Oswego County Public Works, Massena Housing Authority and Tompkins-Cortland Community College ... **GONE BUT NOT FORGOTTEN** — Anita Manley, whose articles the last 17 years graced the pages of *The Public Sector* and *The Work Force*, has retired as the communications associate and a public relations force in the Southern Region ... **URBAN RENEWAL** — In a move that would affect at least 700 state employees, many who are members of the State Office Workers Local, Buffalo mayor Anthony Masiello wants to raze the 40-year-old Donovan State Office Building. He said the property is required for the proposed redevelopment of the city's Inner Harbor ... **BREAST CANCER FUNDRAISER AWARD** — The CSEA Long Island Region Women's Committee received a plaque from the American Cancer Society for raising more than \$32,000 during the Walk to Fight Breast Cancer in October. Committee Chairwoman Bobbi Eisgrau gave all the credit to her committee.



INSIDE ALBANY

2000 Inside Albany broadcast schedule

www.insidealbany.com

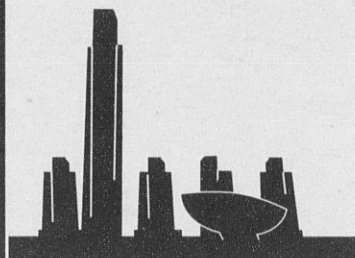
Albany area:	WMHT	Saturday	6:30 p.m.
		Monday	5:30 a.m.
Binghamton:	WSKG	Saturday	4 p.m.
Buffalo:	WNEB	Sunday	10:30 a.m.
Long Island:	WLIW	Sunday	11 a.m.
		Monday	12 p.m.
New York City:	WNET	Saturday	1:30 p.m.
		Sunday	6:30 a.m.
Plattsburgh:	WCFE	Sunday	9 a.m.
Rochester:	WXXI	Saturday	5:30 p.m.
Syracuse:	WCNY	Saturday	6:30 p.m.
Watertown:	WPBS	Saturday	6 p.m.



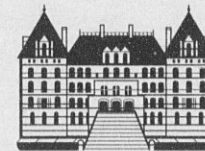
LOBBY DAY

TUESDAY, APRIL 11, 2000

AFSCME New York State is made up of:



District Council 35
District Council 37
District Council 66
Council 82
CSEA Local 1000
District Council 1707



Fighting for...

- ☞ Health & Safety/Staffing Ratios
- ☞ Protection Against Contracting Out
- ☞ Permanent Agency Shop
- ☞ Child Care Issues
- ☞ Fair Contracts
- ☞ COLA 2000

