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Court of Appeals reinstates employee

WHITE PLAINS — In what CSEA Attorney James Rose calls a "leading case", Westchester County officials have been ordered by the Court of Appeals to reinstate an employee after he was terminated due to problems related to his alcoholism. The county has also been ordered to reimburse the employee more than three years of lost pay.

George Adams (not his real name) said

Annual Pat Mascioli Memorial Golf tournament scheduled for Sept. 11

BEACON — Plans are underway for the second annual golf tournament honoring the late CSEA Southern Region President Pat Mascioli, who died in March 1994. All proceeds will benefit the Pat Mascioli Memorial Scholarship Fund.

The tournament will be held Monday, Sept. 11, at the Otterkill Country Club in Orange County. The outing will include a continental breakfast, lunch on the turn and a roast beef dinner. Prizes will be awarded.

Anyone interested in sponsoring a hole for \$200 and/or organizing a foursome at \$85 per person should contact Tournament Chair Jeff Howarth after 5 p.m. at (914) 651-7591 or CSEA Southern Region Office Manager Judy Morrison between 9 a.m. to 5 p.m. weekdays at (914) 831-1000.

that while he wants to share his story to encourage other recovering alcoholics, he preferred not to use his real name.

Adams, a laborer, was suspended due to time and attendance problems in 1987. He returned to work, but in 1989 again experienced attendance and lateness problems related to his alcoholism. But this time, Adams asked for help from the county's Employee Assistance Program which arranged for him to be admitted to a 28-day detoxification program, followed by a two week out-patient program. In fact, his department gave Adams permission to participate in the program during work hours and arranged for time off.

While Adams was still participating in the program, county officials charged him with 47 time and attendance violations. At a hearing later that year, Adams' attorney, James Rose, argued that Adams could not be terminated under the New York State Human Rights Law and the Federal Rehabilitation Act for misconduct prior to his rehabilitation. Although the hearing officer recommended a 60 day suspension, Adams' department head instead terminated him. An attempt to appeal the termination was unsuccessful.

Atty. Rose took the case to New York's highest court where the judges agreed that Adams should not have been terminated due to his disability under the Human Rights Law and ordered him reinstated with back pay.

— Anita Manley

Deadline for submitting Constitution & By-Laws changes, resolutions is July 25

Proposed amendments to the CSEA Constitution & By-Laws and proposed resolutions must be submitted at least 90 days prior to the Annual Delegates' Meeting. The deadline for submission is July 25, 1995.

The proposals must be submitted to Statewide Secretary Barbara Reeves' office at CSEA Headquarters in Albany.

The 1995 Annual Delegates Meeting will be held Oct. 23-27, 1995, in Lake Placid.

Changes made in process for submitting resolutions

The following changes recommended by CSEA's Resolutions Committee have been approved for submitting proposed resolutions for consideration of delegates to CSEA's Annual Delegates Meeting. The changes are effective immediately.

○ The resolution form has been redesigned to be more user friendly.

○ Resolutions must be typed or printed legibly on the proper resolution form. Resolution forms are available from local presidents, CSEA region offices and the office of the statewide secretary at CSEA Headquarters.

○ Resolutions must be submitted by a delegate.

○ Resolutions should be submitted as early as possible but must be received in CSEA Headquarters no later than 90 days prior to the Annual Delegates Meeting.

○ Fax copies will not be accepted.

○ A letter will be sent to each maker of a resolution from the committee informing them of the status or disposition of their resolution.

New car contest incentive as CSEA aims to become top AFSCME affiliate in PEOPLE

CSEA President Danny Donohue and members of the Statewide PEOPLE Committee have set a goal of becoming the top AFSCME affiliate in PEOPLE fundraising.

CSEA members make the difference with PEOPLE contest is in effect until the goal is reached.

A New Ford Escort Is The Grand Prize.

To become eligible for the grand prize, any CSEA member who joins the PEOPLE President's Club or a retiree who joins the PEOPLE Retirees Club during the contest period will have their name entered into a

drawing. Additionally, any CSEA member who recruits a CSEA member or a CSEA retiree member to join PEOPLE, either through check-off or direct contribution, will have their name entered into the drawing for the new Ford Escort as well. Each verified application will give the recruiter a chance in the drawing. **The more members you sign up, the more chances you have to win.**

For more details about the PEOPLE program or to receive your supply of applications, call

Cheryl Rosenzweig
Statewide PEOPLE Coordinator
(518) 436-8622 in the Albany area,
or 1-800-342-4146 ext. 404.

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A message from CSEA President Danny Donohue



Oklahoma City tragedy a harsh reminder of the dangers of public employment

All public employees share in the pain of the tragic Oklahoma City bombing.

The sickening terrorist attack on the Federal building there reminds us that public employment can be dangerous. The senseless act of terrorism added a horrific number of public employees to the list of victims who have died or been injured on the job and occurred just nine days before the annual observance of Workers Memorial Day.

The CSEA family will long remember the events at Watkins Glen in October 1992 when four Schuyler County members were murdered in cold blood while working in their Department of Social Services offices. Their killer was a "deadbeat dad" angered that his wages has been garnished for failing to pay child support. He simply walked into

the office unchallenged and killed indiscriminately. The Schuyler County employees were innocent victims, as were the people in Oklahoma City.

The Schuyler County tragedy gives us special insight into the agony being felt in Oklahoma City. It also prompts us to renew our efforts, mobilized since 1992, to promote worksite security.

Labor and management must work together jointly because it can quickly become a matter of life and death.

On April 21, I wrote Gov. George Pataki asking him to implement Public Employee Safety and Health (PESH) worksite standards developed by the union.

The standards, a first-of-its-kind in the nation, would require public employers to

evaluate the security of their worksites periodically and then make appropriate improvements. It is based on common sense and would protect both public employees and the general public.

The standard is currently being reviewed by the state Labor Department. I urge Gov. Pataki and Labor Commissioner John Sweeney to put this measure on the "fast track." Its implementation will make all our worksites safer since it would apply not only to the state, but also to local governments and school districts.

The time is now for this new standard to go into effect.

Danny

Worksite Security Standard addresses public facility security for employees, public

The unthinkable horrors of the Federal Building massacre in Oklahoma City have re-emphasized the importance of CSEA's efforts to improve worksite security statewide.

Last fall CSEA led an initiative proposing first-of-its-kind worksite security standards for consideration by the state Labor Department. In the wake of the Oklahoma City crisis, CSEA President Danny Donohue has urged Gov. George Pataki (see column above) to give priority to the review of the standards as one of the most effective ways to immediately address public facility security for employees and the general public.

The Worksite Security Standard is based largely on common sense. The standard would require all public employers to evaluate the security of their worksites periodically and make appropriate improvements. The standard does not precisely specify what those improvements have to be. There is a great deal of latitude for employers to determine what is appropriate and cost-effective.

CSEA believes that worksite security requires a cooperative labor-management responsibility at the local level, but the standard ensures broad and consistent guidelines to follow.

The standard's other protections include requiring a written security plan; proper training of employees to deal with potential problems and appropriate follow-up on incidents.

CSEA's drive for safer worksites was galvanized following the murder of four

Schuyler County Social Services members in their office in 1992. Since then the union has made site visits, conducted security assessments and pursued improvements at hundreds of sites across the state.

While it is impossible to totally secure all worksites at all times, CSEA's efforts have demonstrated that there are steps that can be taken. CSEA's safety and health guidebook "Security in the Workplace" details how to assess security and develop

cost-effective improvements.

The proposed security standard takes this idea further on a statewide basis.

Dramatic events like the Oklahoma City bombing and the Watkins Glen murders help focus attention on the seriousness of the security problem. But CSEA's efforts also seek to address the problems of assault and abuse that thousands of public employees face in the worksite every day.

— Stephen Madarasz

Member dies in on-the-job mishap

SYRACUSE — Little more than 24 hours prior to the union's first Statewide Conference on Safety & Health, and less than 40 minutes from the conference site, CSEA Local 833 member Edward Cronk lost his life in an on-the-job incident.

In his opening message to delegates at the conference, CSEA President Danny Donohue pointed out the incident's tragic irony and said that Cronk's death serves as a grim reminder that safety and health issues must not be taken for granted.

Cronk, 41, a worker for the Oswego County Highway Department, apparently died from drowning after falling into several feet of water by a culvert that he and three co-workers were clearing of debris.

Donohue said that an initial investigation by union Occupational Safety and Health Representative John Bieger, in conjunction with the state

Department of Labor, showed that proper safety equipment, including life jackets, were not being used in the culvert clearing operation.

"CSEA will fully investigate this matter to determine if proper safety procedures were being followed," Donohue said. "It's tragically ironic that I'm here today to join fellow union activists who are here to learn about safety and health on the job, and we now have such a blatant reminder of what can happen when such necessities are ignored or disregarded."

CSEA Central Region President James Moore joined Donohue in his promise to investigate the matter.

"CSEA extends its deepest sympathies to Mr. Cronk's family, friends and co-workers," Moore said, "and we vow to do whatever we have to in order to ensure that this type of tragedy never occurs again."

— By Mark M. Kotzin

Union member honored by Onondaga County

Worksite medical emergency services response program helpful to co-workers

SYRACUSE — People trained in saving lives often speak of the "golden hour" — the critical time period in emergency medical response when a life can either be saved or lost.

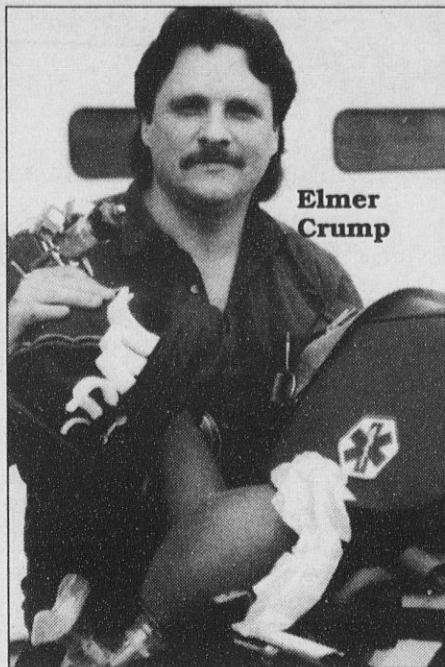
For CSEA Onondaga County Local 834 activist Elmer Crump, an electrician in the county's Department of Drainage and Sanitation and a CSEA Unit grievance representative, that time limit was one reason he wanted to establish a medical emergency services response program at his worksite.

That program has helped several of his co-workers, and now Crump, head of the response program, has been recognized by the county for his efforts.

In 1993, Crump, a volunteer firefighter and certified emergency medical technician, asked the department's safety director to allow him to establish an on-site rescue service. He said he had the desire, the knowledge and the training, he just wanted the county to provide the materials.

"It took a lot of talking to convince them that something was needed," Crump says. "I've always been the type of person that responded to people's needs, just like my being a union representative. This was just another way I could serve my co-workers."

The department listened and purchased emergency equipment, such as splints, oxygen supplies and basic life support equipment. Since then Crump and a co-worker who is a paramedic have responded to several emergencies at the worksite. One co-worker was overcome with heatstroke and another suffered a heart attack.



Elmer Crump

Most recently, Crump says he was paged to respond when a co-worker was having seizures. As soon as the seizures subsided, Crump monitored the person until an ambulance arrived. He also filled out an incident response form for the county.

Crump has also used his training as an American Red Cross certified instructor to teach on-site first aid and CPR to his co-workers. He said management has been very helpful in providing employees leave time to attend training.

"I've pushed about 40 employees through the program this year," he said proudly. "I'm glad that people take the interest in it."

Crump has been recognized several times for his efforts. He received a letter of commendation from the Drainage and Sanitation Department's personnel director and won one of the department's 1994 Special Achievement Awards, which the department's commissioner and the county executive recently presented to him.

Crump is proud of the program's success and is looking forward to its expansion.

The department has said it will provide a used rescue vehicle to store emergency equipment, and he hopes to be able to serve other worksites with the new truck.

He also hopes to get training and rescue equipment for confined space rescue operations. Because of the nature of drainage and sewer maintenance work that many of his co-workers perform, he says this service would be very useful.

— Mark M. Kotzin

'This was just another way I could serve my co-workers'

Putnam County employees support Wellness Program

CARMEL — Some Putnam County employees credit their county Wellness Program with saving their lives.

Eileen Barrett, a committee member, was one of 16 workers



Eileen Barrett

who discovered she had skin cancer after the committee held a screening. Another worker went to his doctor after learning his blood pressure was high and found out he had prostate cancer. Without the screening, he might not have gone to his own doctor at all.

Public Health Nutritionist Lorraine Ciaiola, along with her committee, is the driving force behind the program.



Lorraine Ciaiola

"I felt there should be a wellness component offered to the employees," she said. Personnel Director Paul Eldridge and Assistant Health Department Director Loretta Molinari, also on the Wellness Committee, proposed the idea to County Executive Robert Bondi who approved funding.

Each county department has a representative on the committee. Cooperation with the community has been exceptional. Many local physicians and health

programs have offered their services for free. The committee also has won grants for several screening and prevention programs from county HMOs and the CSEA Unit.

Recent programs have included skin cancer screening, blood pressure and cholesterol screening, a line dancing class, a walking program, bicycling for beginners and smoking cessation.

A wellness newsletter distributed to all county employees highlights results of screening programs, reminds employees of upcoming programs and events and includes tips for dieting and other health information. Future programs include a body fat analysis, vision and hearing screening, prostate cancer screening and mammograms.

Unit President Dot Trottier is an enthusiastic supporter and active participant of the program. She and Eileen Barrett teach the smoking cessation program.



Dot Trottier

"Nine people have stopped smoking as a result of these classes," Trottier said.

"We found that most employees were happy with the program," said Ciaiola, "enrollment has been higher than anticipated and one unexpected bonus is the increase in employee morale!"

— Anita Manley

Awards presented in honor of Martin Luther King Jr.

WESTBURY — CSEA Nassau County Local 830 presented awards recently during its first Martin Luther King Jr. ceremony.

A number of CSEA members received awards, and statewide CSEA Executive Vice President Mary Sullivan received a Labor Achievement Award. The local also gave proclamations to New York State Comptroller H. Carl McCall and Village of Hempstead Mayor James

Garner for "celebrating and continuing the pursuit of the dream of Martin Luther King Jr."

CSEA Nassau Local 830 members who received "Community Service Awards" included: Bill Hughes, Barbara Jones, Stephen Lloyd, Reverend James L. Simpson, Cliff Johnson and Joanne Arlington.

The awards were presented by the Local 830 Unity Committee. — Sheryl C. Jenks

ADDITIONS, DELETIONS FROM 1991-95 AGREEMENTS TO THE 1995-99 CSEA-NYS CONTRACTS

As this edition of *The Public Sector* went to press, CSEA state employee members were preparing to vote on ratification of a tentative four-year CSEA/New York State contract effective April 2, 1995 to April 1, 1999. Ratification ballots and contract fact

sheets will be mailed to CSEA members eligible to vote on the contract the week of May 5. Deadline for returning ballots is May 24. A statewide teleconference on the proposed contract was conducted April 20. Contract highlights were also

published in the April edition of *The Public Sector*.

The following modifications reflect additions to and deletions from the 1991-95 collective bargaining agreements for the 1995-99 tentative agreements. Date changes and

renumbering may not be fully reflected. The contracts cover approximately 93,000 state employees represented by CSEA in the Administrative Services, Institutional Services, Operational Services and Division of Military and Naval Affairs bargaining units.

ARTICLE 7-COMPENSATION

Delete §7.1, §7.2, §7.3, §7.4, §7.5, §7.6, §7.7, §7.8, §7.13 and §7.15 and replace with the following:

§7.1 Payment Above the Job Rate for Fiscal Year 1995-96

(a) Employees who, on their anniversary date, complete (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, 1995.

(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.

§7.2 Lump Sum Payment for Fiscal Year 1996-97

Each employee who was in full-time employment status on March 31, 1996 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, in payroll period one of Fiscal Year 1996-97 or as soon thereafter as practicable, receive a lump sum payment in the amount of \$550.

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 1996-97 without a break in service shall be eligible for such payment.

§7.3 Payment Above the Job Rate for Fiscal Year 1996-97

(a) Employees who, on their anniversary date, complete (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, 1996.

(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 Lump Sum Payment for Fiscal Year 1997-98

Each employee who was in full-time employment status on March 31, 1997 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, in payroll period one of Fiscal Year 1997-98 or as soon thereafter as practicable, receive a lump sum payment in the amount of \$700.

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 1997-98 without a break in service shall be eligible for such payment.

§7.5 Salary Increase for Fiscal Year 1997-98

Effective on October 2, 1997 for employees on the administrative payroll and September 25, 1997 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on October 1, 1997 and September 24, 1997, 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 October 2, 1997 or September 25, 1997 schedule.

§7.6 Payment Above the Job Rate for Fiscal Year 1997-98

(a) Employees who, on their anniversary date, complete (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, 1997.

(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.

§7.7 Salary Increase for Fiscal Year 1998-99

Effective on October 1, 1998 for employees on the administrative payroll and September 24, 1998 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on September 30, 1998 and September 23, 1998, 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 October 1, 1998 or September 24, 1998 schedule.

§7.8 Payment Above the Job Rate for Fiscal Year 1998-99

(a) Employees who, on their anniversary date, complete (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, 1998.

(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.

§7.13 Applicability

(a) Sections 7.5 and 7.7 above shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at 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 7.2 above shall apply on a pro rata basis to part-time employees in employment status on March 31, 1996 with 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

(Continued on next page)

Additions, deletions to 1995-99 CSEA/NYS contracts

(Continued from previous page)

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;

-work a minimum of half-time, but less than three-quarters time, during their qualifying period shall receive \$275;

-work a minimum of three-quarters time, but less than full-time, during their qualifying period shall receive \$412.50;

-work the equivalent of full time during their qualifying period shall receive \$550.

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

(c) Section 7.4 above shall apply on a pro rata basis to part-time employees in employment status on March 31, 1997 with 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 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 sections shall not apply to employees paid on a fee schedule.

(d) Sections 7.1, 7.3, 7.6, 7.8, 7.9, 7.10, 7.11 and 7.12 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 at 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 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 annual rate of the downstate adjustment as of April 5, 1995 for the administrative payroll and March 29, 1995 for the institutional payroll shall be \$768, and such rate shall be increased by the percentage increases in basic annual salary provided by Sections 7.5 and 7.7 above. The amount of the downstate adjustment shall be:

EFFECTIVE DATE	AMOUNT	
ADMINISTRATIVE	INSTITUTIONAL	
PAYROLL	PAYROLL	
April 5, 1995	March 29, 1995	\$768
October 2, 1997	Sept. 25, 1997	\$795
October 1, 1998	Sept. 24, 1998	\$823

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.

ARTICLE 8-TRAVEL RELOCATION EXPENSE REIMBURSEMENT

Delete §8.2(a) and replace with:

§8.2 Mileage Allowance

The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum mileage allowance permitted by the Internal Revenue Service. Such payments shall be made in accordance with the Rules and Regulations of the

Comptroller.

ARTICLE 9 - HEALTH INSURANCE

Delete article and replace with:

ARTICLE 9

Health Insurance

§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 out-patient services covered by the hospital contract, including emergency room services, will be subject to a \$25 co-payment per out-patient visit. Effective January 1, 1999, this co-payment will increase to \$30 for emergency room services.

Charges for other out-patient services covered by the hospital contract will continue to be subject to a \$25 co-payment unless modified through the Joint Committee on Health Benefits, upon implementation of the medical care Point of Service plan. These hospital out-patient co-payments will be waived for persons admitted to the hospital as an in-patient directly from the out-patient setting and for the following covered chronic care out-patient services: chemotherapy, radiation therapy, physical therapy or hemodialysis.

(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.

§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 co-pay per covered individual. Office visit charges by participating providers for well child care, including routine pediatric immunizations, will be excluded from the office visit co-pays.

(b) Effective on the date of execution of this Agreement, charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit co-payment.

(c) All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$5 co-pay.

(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 co-payment.

(e) All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$5 co-pay.

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$5 co-pay.

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

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

(i) The office visit, surgery, out-patient radiology, and diagnostic/laboratory co-payments 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.

§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, and \$161 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 or less in base annual salary on April 1, 1995, 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.

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 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.

(d) 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.

(e) The routine newborn allowance under the basic medical component shall be \$100, not subject to deductible or coinsurance.

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

(g) Effective on the date of execution of this Agreement,

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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. 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.

(h) 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.

(i) 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.

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

§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. 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 HealthCall, 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 (HealthCall) will be modified to refine the Prospective Procedure Review requirement to include only Magnetic Resonance Imaging ("MRI") and 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.

§9.8 Effective July 1, 1995, or as soon as practicable thereafter, the Empire Plan's medical care component will be modified 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 design and implementation of this benefit.

§9.9 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 (a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage provided under the Empire Plan.

(b) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage and, effective January 1, 1996, 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.

§9.11 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 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 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.

§9.14 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 be reviewed through the Joint Committee on Health Benefits 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 (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 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 (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 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 (a) Continued health insurance coverage will be provided for the unmarried 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 (a) The unmarried 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 unmarried 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 (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

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monthly value of the sick leave credit shall be calculated according to the procedures in use on March 31, 1988. 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 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 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 in each year of the agreement.
- (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;
 - (4) The continuation of the Benefits Management Program, HealthCall, 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.

(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.
 - (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** 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** 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.
- §9.25** The Comprehensive Study of the State's Employee Health Benefits Structure concluded that the Empire Plan had been generally well managed. However, given the current trends seen by other similarly situated employers, significant opportunities exist to improve the quality of care provided to employees while reducing the cost of that care. In recognition of the recommendations provided by the Study, the State will develop the Empire Plan medical care component into a program to access comprehensive

managed medical care, through the establishment of networks of preferred participating providers, including primary care physicians, specialists, hospitals, centers of excellence, and other allied health care providers, such as labs, urgent care centers, ambulatory surgery centers, and home care providers. The hospital component of the Empire Plan and the Managed Mental Health and Substance Abuse Program will remain in place. In addition to services provided through the Plan's managed care networks, enrollees will have access to or have freedom of choice to use out-of-network providers, subject, however, to an annual \$350 non-network deductible per enrollee, \$350 per covered spouse and \$350 for one or all dependent children, and a maximum payment of 75% of R&C charges up to \$2,000,000 per person, per lifetime. A separate 48-hour annual deductible will be required before private duty nursing services are covered. The annual deductible will increase on each successive January 1, 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.

The Joint Committee on Health Benefits will work with the State in the implementation of this benefit. This shall include development of a mutually agreed upon program design including benefit levels and active participation in the selection of the vendor(s), if any.

This "Point-of-Service" plan will be implemented on January 1, 1997, or as soon as practicable thereafter. A special option transfer will take place if implementation is not scheduled for the beginning of a new plan year following a regularly scheduled option transfer period.

ARTICLE 10 (ASU, ISU, OSU)/ARTICLE 13 (DMNA) HOLIDAYS

ASU: Add as §10.1(d);
ISU: Delete 10.2(e) and replace with:
OSU: Delete footnote and add as §10.1(d);
DMNA: Add as §13.1(d);

When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 7.16 of this Agreement. In such event, for those employees, December 26 and January 2 will not be considered holidays.

OSU: Delete §10.7

ARTICLE 11-WORKERS' COMPENSATION

§11.8: Replace 45 calendar days with 60 calendar days throughout.

ARTICLE 14 - EMPLOYEE DEVELOPMENT AND TRAINING

Delete §14.2 and §14.3 in all agreements and replace with:

§14.2 Education Development and Training Funds
(a) The State agrees to recommend the appropriation of funds by the Legislature in the amount of \$4,800,000 in each year of the Agreement for the purpose of providing education, developmental, and training opportunities.
(b) The State and CSEA shall review existing educational, developmental and training programs and make recommendations for program changes based upon the needs and desires of both the State and employees.

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ASU:

§14.3 Clerical and Secretarial Employees Advancement

A portion of the amounts identified in 14.2(a) above shall be available to support educational, developmental and training programs approved under the Clerical and Secretarial Employees Advancement Program ("CSEAP").

ISU:

§14.3 Unit Specific Training

(a) The State recognizes the importance of the educational, developmental, and specialized training programs developed pursuant to Section 14.3 of the prior negotiated Agreement. The State shall continue and improve those programs previously developed and implemented pursuant to Section 14.3, which are presently integrated into specific agency training programs.

(b) A portion of the amounts identified in Section 14.2(a) above shall be available to support educational, developmental and training programs approved under the Unit Specific Training Program Directions shall include, but not be limited to, the following:

- apprenticeship programs applicable to direct care positions;
- advanced level, competency-based in-service training programs for select positions;
- agreement with selected colleges to grant academic credit for in-service training programs;
- continuing advanced educational programs geared toward promoting long term employees to master level positions.

(c) Applications for funding or programs developed by the agency Labor/Management Committees shall be forwarded to the existing Statewide Labor/Management Committee with the responsibility to disburse these funds to the agencies affected.

(d) On a quarterly basis the Statewide Labor/Management Committee will report to the President of CSEA, Inc. and the Director of the Governor's Office of Employee Relations as to the programs implemented and funds expended.

OSU:

§14.3 Apprenticeship

(a) A portion of the amounts identified in §14.2(a) above shall be available to support educational, developmental and training programs approved under the State/CSEA Apprenticeship Program.

(b) The State and CSEA shall continue the Joint Apprenticeship Committee to include, but not be limited to, oversight of the following:

- (1) Formal Apprenticeship
 - (a) Identifying Operational Services Unit job titles suitable for apprenticeship;
 - (b) Stimulating interest in, developing and implementing apprenticeship programs in cooperation with participating State agencies pursuant to basic standards established by the Committee;
 - (c) Evaluating educational delivery components of the program to ensure cost efficiency as well as quality.
- (2) Other Related Training
 - (a) Continuing to foster and develop in cooperation with State training to enhance skill levels, productivity and advancement potential;
 - (b) Stimulating interest in, designing and developing specific programs in cooperation with State agencies to introduce practical skills to unskilled workers in the unit. The purpose of such programs will be to both enrich advancement potential and to enhance the ability to perform present duties.
 - (3) Interfacing as appropriate with other joint State/CSEA training efforts to foster optimum training opportunities for employees in the unit.

DMNA

14.3 Unit Specific Training

(a) A portion of the amounts identified in Section 14.2(a) above shall be available to support educational,

developmental and training programs approved for unit specific training.

(b) Determination of appropriate unit specific training programs to be funded shall be by a State/CSEA Committee. The Committee shall include representatives of the State, the Division and CSEA, as appropriate.

(c) The Committee's responsibility shall include, but not be limited to, the research and development of approaches to appropriate unit specific training needs of members of the bargaining unit. This shall include, where appropriate, purchasing participation in existing training programs.

ARTICLE 15 - SAFETY AND HEALTH

§15.2(d): Delete and replace with:

§15.2(d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount of \$350,000 in each year of the Agreement to support Committee initiatives which shall include but not be limited to: (rest of Article remains the same).

Add as new: §15.10 ASU
 §15.11 OSU
 §15.13(c) ISU
 §15.10 DMNA

Hepatitis B Vaccine (HBV) Antibody Testing

The State will offer HBV antibody testing prior to administering the HBV vaccination series to experienced health care workers. Employees who are found to have adequate levels of HBV antibodies will be counseled that HBV vaccination is not necessary.

ARTICLE 19 (DMNA) - OVERTIME, RECALL AND SCHEDULING AND OVERTIME MEAL ALLOWANCE

Overtime, Recall and Scheduling

§19.1 Overtime

(a) Authorized overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed. Each employee shall be selected in turn according to his/her place on the seniority list by rotation provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required.

(b) An employee requesting to be skipped when it becomes his/her turn to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

(c) In the event no employee wishes to perform the required overtime work, the Division shall by inverse order of this seniority list assign the necessary employees required to perform the work in question.

(d) CSEA recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

(e) An overtime roster shall be available for inspection by representatives of CSEA at each facility. Such rosters should be posted in a conspicuous location unless it is mutually agreed that such posting is not necessary.

(f) If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph 19.1(a) above.

(g) Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

(h) Nothing in paragraphs 19.1(a), 19.1(b) and 19.1(c) above shall prevent the establishment of mutually agreed to local arrangements regarding the method by which overtime is offered to employees.

§19.2 Recall

An employee who is recalled to work unscheduled overtime after having completed his/her scheduled work period and left his/her scheduled work station shall be guaranteed a minimum of one-half day's overtime compensation.

§19.3 Shift Changes

(a) No employee shall have his/her shift schedule changed for the purposes of avoiding the payment of overtime, unless he/she has been notified of such change one week in advance of the time in which the changed work period is to begin provided, however, that the circumstances necessitating such change are foreseeable prior to such one-week period.

(b) In the event that circumstances necessitating such shift changes are not foreseeable, then such notice shall be given as soon as possible.

(c) In the event such notice of shift change is not given at least 48 hours prior to the starting time of the scheduled shift which the employee is directed to work such employee shall not be deprived of the opportunity to work his/her normal shift and to be paid overtime for the hours worked in excess of 40 hours in the workweek.

(d) Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime.

(e) Prior to the making of a final decision with respect to instituting a change in shift system from fixed to rotating shifts or rotating to fixed shifts the Division shall inform CSEA of such contemplated change and provide CSEA with an adequate opportunity to review the impact of such change with the Division at the appropriate level.

§19.4 Overtime Meal Allowance

An overtime meal allowance of the sum of \$3.50 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.

§19.5 Employees ineligible to receive overtime compensation, who otherwise qualify for an overtime meal allowance pursuant to Section 19.4 of this Agreement, shall be paid a special overtime meal allowance in the sum of \$5.50, subject to the rules and regulations of the Comptroller.

§19.6 - See Changes to Article 23; ASU, ISU, OSU

§19.7 Standby On-Call Rosters

(a) Employees who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Assignments to such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget.

(b) 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 15 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. An employee who is actually recalled to work will receive appropriate overtime or recall compensation as provided by law.

Administration of such payments shall be in accordance with rates established by the Director of the Budget. The daily rate of compensation shall be at the rate of one-tenth of the bi-weekly rate of compensation and will include geographic, locational, inconvenience and shift pay as may be appropriate to the place or hours normally worked. Only employees eligible for on-call premium pay will be required to be on call.

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ARTICLE 20 - LAYOFFS IN NON-COMPETITIVE AND LABOR CLASSES (ASU, ISU, OSU)

§20.3: Delete and replace with:

§20.3 Permanent non-competitive class employees with one year of continuous non-competitive service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment roster rights, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a, and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights.

ARTICLE 21 - PRODUCTIVITY AND QUALITY OF WORKING LIFE COMMITTEE

Delete §21.2(b) and replace with:

§21.2(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 in each year of the Agreement to fund the operation and programs of the Committee.

ARTICLE 22 - EMPLOYMENT SECURITY (ASU, ISU, OSU, DMNA)

Delete Article and Replace With:

ARTICLE 22

Employment Security

§22.1(a) There shall be no loss of present employment by permanent employees as a result of the State's exercise of its right to contract out for goods and services.

§22.1(b) Notwithstanding the provision of Article 22.1(a), permanent employees affected by the State's exercise of its right to contract out for goods and services will receive 60 days written notice of intended separation and will be offered a redeployment option as provided for in Appendix VIII(A), but where such redeployment option is not able to be offered and where no displacement rights as provided for in Civil Service Law Sections 80 and 80-a are available, the affected permanent employee shall be offered the opportunity to elect one of the following transition benefits:

- (i) a financial stipend for an identified retraining or educational opportunity as provided for in Appendix VIII(B); or
- (ii) severance pay as provided for in Appendix VIII(C);
- (iii) the employee opts for and obtains preferential employment with the contractor at the contractor's terms and conditions, if available.

§22.1(c)(1) The transition benefits set forth above shall not apply to an affected permanent employee, and the State's obligation under this Article to said employee shall cease, if an affected permanent employee declines a primary redeployment opportunity as provided for in Appendix VIII(A), or if the affected permanent employee declines a displacement opportunity, pursuant to his or her displacement rights as provided for in Civil Service Law Sections 80 and 80-a, in his or her county of residence or county of current work location.

§22.1(c)(2) An affected permanent employee who elects a transition benefit as provided for in §22.1(b) above, shall be eligible for placement on preferred lists and reemployment rosters as provided for in Civil Service Law Section 81 and 81-a and other applicable Civil Service Laws, Rules and Regulations.

§22.2 No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position the employee holds by permanent appointment.

§22.3 A State/CSEA Employment Security Committee shall jointly study and attempt to resolve matters of mutual concern regarding work force planning, which

may include the joint recommendation of demonstration projects to address identified issues, and to review matters relative to redeployment of employees affected by the State's exercise of its right to contract out. The Committee is not intended to be policy making or regulatory in nature; rather it is intended to be advisory on matters of work force planning. Matters of mutual concern include, but are not limited to:

- (1) identification, research, development and implementation of work force planning strategies;
- (2) fostering effective work force stabilization by utilization of attrition and the establishment of long and short-term human resource goals;
- (3) the concept of exploring alternative State employment for employees who become permanently disabled from the performance of their duties;
- (4) establishment of a skills inventory system that can expand placement alternatives for new or existing job opportunities;
- (5) study and develop procedures and programs to facilitate training and retraining alternatives aimed at responding to changes and work force requirements, new technology, and promoting work force stabilization;
- (6) examination of employment security models in the public sector in relation to their potential application to New York State.

The parties recognize that work force planning is a work place issue. As such, a cooperative working relationship will be encouraged between all State employee negotiating units and the State.

§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 in each year of the Agreement.

Add to all contracts:

APPENDIX VIII

ARTICLE 22-EMPLOYMENT SECURITY

A. REDEPLOYMENT PROCESS AND PROCEDURES

This process and procedure is developed to support the provisions of Article 22 regarding the redeployment of permanent employees impacted by the State's right to contract out for goods and services.

It is the State's intent to redeploy employees affected to the maximum extent possible in instances where the positions will be eliminated as a result of the contracting out for goods and services. All agencies will work cooperatively to ensure that every opportunity to redeploy is explored. Employees will be flexible in considering redeployment alternatives.

(1) General Redeployment Rules and Definitions

(A) Rules

(1) All employees whose functions will be contracted out will be placed on a redeployment list with the employees' eligibility remaining in effect until the employee is redeployed, exercises his or her displacement or reemployment rights, or is separated pursuant to the provisions of Article 22.1. However, such list, established pursuant to the intended contracting out of the specific function, will expire when all employees on that list are either redeployed, exercise their displacement or reemployment rights, or are separated pursuant to Article 22.1. In the event that not all employees in an affected title in a layoff unit must be redeployed, eligibility for retention shall be based on seniority as defined in Section 80 and 80-a of the Civil Service Law, except that employees in such affected titles may voluntarily elect to be redeployed. In the event that more employees elect redeployment than can be accommodated, eligibility for redeployment shall be in order of seniority as defined in Section 80 and 80-a of this law. The names of persons on a redeployment list shall be certified for redeployment in order of seniority.

(2) Redeployment under the terms of Article 22 shall

not be used for disciplinary reasons.

(3) The State shall make its best efforts to arrange with other non-executive branch agencies, authorities and other governmental entities to place redeployed personnel should redeployment in the classified service not be possible.

(4) A vacancy in any State department or agency shall not be filled by any other means, except by redeployment until authorized by the Department of Civil Service. Agencies with authority to fill vacancies will be required to use the redeployment list provided by the Department of Civil Service to fill vacancies.

(5) Employees offered redeployment shall have at least five (5) working days to accept or decline the offer.

(6) Full-time employees will be redeployed to full time assignments and part-time employees will be redeployed to part-time assignments.

(7) Redeployment opportunities within ASU, ISU, OSU and DMNA shall first be offered to affected employees in the units. Exceptions to this section may be agreed to by the Employment Security Committee.

(8) (a) Primary redeployment shall mean redeployment to the employee's current title or a title determined by the Department of Civil Service to have substantially equivalent tests, qualifications or duties. Comparability determinations shall be as broad as possible.

(b) Secondary redeployment shall be to a title for which the employee qualifies by virtue of his or her own background and qualifications. It shall not be mandatory for either party. The State shall make its best efforts to identify suitable available positions and arrange for placements. Secondary redeployment shall not be considered until primary redeployment alternatives are fully explored.

(c) Employees who are redeployed to comparable titles or through secondary redeployment in a lower salary grade shall be placed on reemployment lists.

(9) Agencies with employees to be redeployed shall notify the Department of Civil Service of the name, title and date of appointment of affected employees at least 90 days prior to the effective date of the contract for goods and services which makes redeployment necessary. Agencies shall be responsible for managing the redeployment effort in conjunction with the Department of Civil Service. Employees to be redeployed shall be notified by their agency at the same time as the agency notifies the Department of Civil Service.

(10) Redeployment to current or comparable titles shall be accomplished without loss to the redeployed employee of compensation, seniority or benefits (except as affected by new bargaining unit designations). Future increases in compensation of employees redeployed to comparable titles shall be determined by the position to which the employee is redeployed. Subsequently negotiated salary increases shall not permit an employee to exceed the second longevity step of the new position.

(11) Salary upon secondary redeployment shall be that appropriate for the salary grade to which the employee is redeployed, as calculated by the Office of the State Comptroller and/or the Director of Classification and Compensation, as appropriate.

(12) An employee may elect redeployment to any county in New York State, but the employee may not decline primary redeployment in his/her county of residence, or county of current work location. Such declination will result in layoff without the transition benefits of Article 22.1(b) of the Agreement.

(13) Any fees required by the Agency or the Department of Civil Service upon the redeployment of an employee shall be waived. Redeployed employees who qualify for moving expenses under the State Finance Law Section 202 and the regulations thereunder shall be entitled to payment at the rates provided for in the Rules of the Director of the Budget 9 NYCRR Part 155.

(14) Probation

(a) Permanent non-probationers redeployed to

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positions in their own title shall not be subject to further probation.

(b) Probationers redeployed to positions in their own title shall serve the balance of their probationary period in the new agency.

(c) Employees redeployed to comparable titles or under secondary redeployment shall be subject to a probationary period in accordance with the Rules for the Classified Service.

(d) Employees who fail probation shall be eligible for layoff and preferred list rights in their original titles.

(B) Definitions

(1) Seniority shall be determined by Section 80 of the Civil Service Law for competitive class employees and by Article 20.1 of the Agreement for non-competitive and labor class employees.

(2) In the event that two or more employees have the same seniority date, the employee with the earliest seniority date in an affected title shall be deemed to have the greater seniority. Further tie breaking procedures shall be developed by the Committee and applied consistently.

(2) Role of the Employment Security Committee

The Committee shall meet at least bimonthly to discuss open issues related to the redeployment process. Such issues shall include, but not be limited to: vacancy availability; information sharing in hiring and redeployment; dispute resolution; Civil Service layoff procedures; hardship claims from individual employees in the redeployment process. The Committee shall also explore the viability of expanding the redeployment concept to other reduction in force situations.

(3) Grievability and Dispute Resolution

(a) The application of terms of the Appendix shall be grievable only up to Step III of the provisions of Article 34 (Grievance and Arbitration Procedure).

(b) Disputes raised to the Step III level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

B. EDUCATION STIPEND

(1) Eligibility

(a) The Education Stipend shall solely apply to permanent employees who are eligible as per Article 22.1, who have agreed to accept the terms as set forth herein and have been notified of their acceptance by the State.

(b) Employees who have exercised one of the options described in §22.1(b)(ii), (iii) of the Agreement and related Appendices shall be ineligible for the education stipend set forth herein.

(2) Stipend

An employee may elect to receive an education stipend for full tuition and fees at an educational institution or organization of the employee's choosing to pursue course work or training offered by such institution or organization provided, however, that the employee meets the entrance and/or course enrollment requirements. The maximum stipend cannot exceed the one year (two semester) SUNY tuition maximum for Resident Graduate Students. Such tuition will be paid by the State directly to the institution in which the employee is pursuing course work, subject to certification of payment by the agency.

(3) Health Insurance

A permanent affected employee, who elects the education stipend and is separated, 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 separation or until reemployment by the State or employment by another employer, whichever occurs first.

C. SEVERANCE OPTION

(1) Definitions

(a) The terms "affected employee" and "affected employees" shall refer to those employees of the State of New York who are represented by the Civil Service

Employees Association, Inc. and who are subject to redeployment pursuant to provisions of Article 22.1, unless otherwise indicated herein.

(b) The term "Service" shall mean an employee's State service as would be determined by the Retirement System, regardless of jurisdictional class or Civil Service status.

(2) Eligibility

(a) The severance benefits provided by this Severance Option shall apply solely to permanent employees who are eligible pursuant to §22.1 of the 1995-99 Collective Bargaining Agreement, and

(b) who have agreed to accept the terms as set forth herein; have been notified of their acceptance by the State; have executed a Severance Agreement; and are subject further to the limitations set forth in §2(c) below.

(c) Employees who have declined a primary redeployment opportunity shall be ineligible for the severance benefits set forth in this Severance Option.

(3) Payment Schedule

(a) Other than those covered under (b) below, all affected employees with at least six (6) months, but less than one year of service are eligible to receive \$2,000 or two weeks' base pay, whichever is greater.

Each additional year of service will result in a \$600 increase per year to a maximum of \$15,000. However, employees in the following categories will receive the amount specified if that amount exceeds that which would be otherwise payable:

One year of service, but less than three years of service

4 Weeks of Base Pay

Three years of service but less than five years

6 Weeks of Base Pay

Five years of service, but less than ten years of service

8 Weeks of Base Pay

(b) Affected employees 50 years of age or over may choose the schedule in (a) above or the following, at their option:

- o Employees with 10 years of service, but less than 15 are eligible to receive 20% of base annual salary.
- o Employees with 15 years of service, but less than 20 are eligible to receive 30% of base annual salary.
- o Employees with 20 years of service, but less than 25 are eligible to receive 40% of base annual salary.
- o Employees with 25 years of service or more are eligible to receive 50% of base annual salary.

(4) Payment Conditions

(a) All payments made to affected employees under the Severance Option shall be reduced by such amounts as are required to be withheld with respect thereto under all federal, state and local tax laws and regulations and any other applicable laws and regulations. In addition, the severance payment made pursuant to §3 of this Severance Option shall not be considered as part of salary or wages for the purposes of determining State and member pension contributions and for the purposes of computing all benefits administered by the New York State Employees Retirement System.

(b) All payments made to affected employees under this Severance Option are considered to be one-time payments and shall not be pensionable. Each affected employee must execute a Severance Agreement (sample attached hereto) prior to separation from State service in order to be eligible to receive said payment.

(c) In no event shall an affected employee who returns to State service receive severance pay in an amount that would exceed that which he would otherwise have received as base annual salary during the period of separation from state service. Should the amount of severance pay exceed the amount of base annual pay otherwise earned during the period of separation from State service, said employee shall repay the difference pursuant to the following rules:

(i) Any affected employee who resumes State service shall repay such excess payments received within one

(1) year of the employee's return to payroll, by payroll

deductions in equal amounts.

(ii) Nothing in this Section 4(c) shall affect the State's right to recover the full amount of the monetary severance payment by other lawful means if it has not recovered the full amount by payroll deduction within the time periods set forth herein.

(5) Grievability and Dispute Resolution

(a) The application of terms of the Appendix shall be grievable only up to Step III of the provisions of Article 34 (Grievance and Arbitration Procedure).

(b) Disputes raised to the Step III level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

(6) Health Insurance

A permanent affected employee, who elects the severance option and is separated, 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 separation or until reemployment by the State or employment by another employer, whichever occurs first.

(7) Savings Clause

If any provision of this Severance Option is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific provision or part thereof specified in such decision shall be of no force and effect, but the remainder of this Severance Option shall continue in full force and effect.

SAMPLE SEVERANCE AGREEMENT

I hereby apply for the severance benefits as described in the Severance Option (Appendix VIII, §C) of the 1995-99 Collective Bargaining Agreement) and agree to accept such benefits if my application is approved by the State of New York. I understand that the State of New York shall approve applications of all employees who are eligible to apply for such benefits pursuant to the provisions of Section 22.1 of the 1995-99 Collective Bargaining Agreement.

I understand that by accepting these severance benefits, I agree to be bound by the terms and conditions set forth in Appendix VIII, §C, which is incorporated herein by reference. These terms and conditions include the following:

I understand that I shall not be required to make any payment on account of the monetary severance payment and/or any other benefits I receive pursuant to this agreement into any Retirement or Pension System or Plan of which I am or may become a member, nor shall any such payment be permitted.

I understand that the State of New York shall not be required to make any contribution or payment into any Retirement or Pension System or Plan of which I am or may hereafter become a member based upon the monetary severance payment, and/or any other benefits I receive pursuant to this Agreement.

I understand that any monetary severance payment and/or other benefits paid to me pursuant to this agreement shall not be considered in computing the amount of benefits or allowances to which I or my beneficiaries or heirs may be entitled under any Retirement or Pension System or Plan of which I am or may hereafter become a member.

I understand that, in exchange for my agreement to all the terms and conditions set forth in Appendix VIII, §C, the State will do the following:

The State will pay me a monetary severance payment in the amount determined in accordance with my length of service, as described in Appendix VIII, §C.

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This written agreement, including Appendix VIII, §C referenced herein, contains all the terms and conditions agreed upon by the parties. In the event that the terms of this agreement conflict with the 1995-99 Collective Bargaining Agreement between the State and the Civil Service Employees Association, Inc., the terms of the 1995-99 Collective Bargaining Agreement shall prevail.

I accept the severance benefits as described in Appendix VIII, §C to the 1995-99 Collective Bargaining Agreement between the Civil Service Employees Association, Inc. and the State of New York.

Please Print:

Employee's Name

Employee's Social Security Number

Employee's Agency

Employee's Civil Service Title

Signed

Date

Sworn to before me this date of

Notary Public

ARTICLE 22 LETTER

When contracting out for services currently performed by CSEA represented State employees is under consideration, and may result in position abolition, the process outlined herein shall be followed in order to inform the Civil Service Employees Association, Inc. and allow for full discussion of alternatives.

Where the State determines that contracting out for services currently performed by CSEA-represented State employees may be plausible, the State, through the Governor's Office of Employee Relations, shall notify CSEA, Inc. by personal delivery or Certified Mail, Return Receipt Requested.

A copy of the specifications which may appear in an ultimate Request for Proposal shall be provided with the notification, and such notification shall be provided no later than 90 days prior to an award of any contract. CSEA, Inc. shall have 10 calendar days to request to meet and confer on the State's intent. Such meeting and discussion must be conducted within 15 calendar days of receipt of CSEA, Inc.'s request.

In addition to bid specifications, during the period the parties are meeting, CSEA, Inc. shall be provided with descriptions of goods or services proposed to be provided by vendors or providers, the estimated anticipated cost of the contract and the estimated cost of doing the work in-house, and the resulting Request for Proposal.

CSEA, Inc. shall have the opportunity to provide written alternatives to the proposed contracting out. Should CSEA, Inc. choose to use this opportunity, alternatives must be provided to the State, in writing, within 45 calendar days of the commencement of discussion in order to have the alternatives considered.

If the written alternatives presented by CSEA, Inc.

are rejected, CSEA, Inc. must be apprised of the reasons in writing, within 10 calendar days of receipt. If the written alternatives presented by CSEA, Inc. are accepted, and such action affects terms and conditions of employment, the State and CSEA, Inc. through the Governor's Office of Employee Relations shall develop a Memorandum of Understanding that can override contrary existing Collective Bargaining Agreement provisions in order to make the alternatives acceptable.

ARTICLE 23 (ASU, ISU, OSU)-OVERTIME MEAL ALLOWANCE

ARTICLE 19 (DMNA)-OVERTIME, RECALL AND SCHEDULING AND OVERTIME MEAL ALLOWANCE

Add as §23.3: ASU/OSU

§23.5: ISU

§19.6: DMNA

ASU/OSU

Less than Full-Time Employees

Less than full-time employees shall be eligible to receive a meal allowance if they actually work eleven consecutive hours.

Less than full-time employees whose regularly scheduled work day exceeds eight hours will also be eligible for a meal allowance if they work, consecutively, their regular schedule plus at least three (3) hours, as contained in §23.1(a).

DMNA

Less than Full-Time Employees

Less than full-time employees shall be eligible to receive a meal allowance if they actually work eleven consecutive work hours.

Less than full-time employees whose regularly scheduled work day exceeds eight hours will also be eligible for a meal allowance if they work, consecutively, their regular schedule plus at least three (3) hours, as contained in §19.4.

ISU

Less than Full-Time Employees

Less than full-time employees shall be eligible to receive a meal allowance if they actually work twelve consecutive hours.

Less than full-time employees whose regularly scheduled work day exceeds eight hours will also be eligible for a meal allowance if they work, consecutively, their regular schedule plus at least four (4) hours, as contained in §23.1(a).

ARTICLE 24 - OUT-OF-TITLE WORK

Add as new §24.2(b)(2) (ASU, OSU, DMNA), §24.3(b)(2) (ISU):

ASU, OSU, DMNA

If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision must 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 request shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2(c), (d) and (e). 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.

ISU

If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision must 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 request shall be processed in the manner of an appeal in accordance with the provisions of Article 24.3(c), (d) and (e). 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.

ARTICLE 28 - CIVIL SERVICE EXAMINATIONS

Delete §28.1 and replace with:

§28.1 Alternate Examination Dates

In the event an employee in this unit is unable to participate in an examination because of the death, within seven days immediately preceding the scheduled date of an examination, of any relative or relative-in-law, or any person with whom the employee has been making his or her home, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be rescheduled sooner than seven days following the date of death. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination. Appropriate arrangements shall be made in circumstances where there is a protracted period between the death and the burial.

ARTICLE 29 - CHILD CARE

Delete §29.8 and replace with:

§29.8 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain appropriations of \$1,820,000 in each year of the Agreement to fund the activities of the Committee.

ARTICLE 30 (ASU, ISU, OSU)/ARTICLE 20 (DMNA) EMPLOYEE BENEFIT FUND

Delete §30.2 (a), (b) and (c) (ASU, ISU, OSU), §20.2 (a), (b) and (c) (DMNA) and replace with:

§30.2: (ASU, ISU, OSU)

§20.2: (DMNA)

The State shall deposit in the CSEA Employee Benefit Fund an amount equal to \$187.50 per employee for each quarter of each year beginning April 1, 1995 and ending March 31, 1999; such amounts to be deposited as soon as practicable after the first day of each quarter.

ARTICLE 31 (ASU, ISU, OSU) ARTICLE 25 (DMNA) LABOR/MANAGEMENT MEETINGS

Delete: §31.5 (ASU/OSU), §31.6 (ISU) and §25.6 (DMNA) and replace with:

The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. It is recommended that understandings that result in a local agreement should include a date by which the local agreement is to sunset. Such results shall not be subject to the provisions of Article 34, Grievance and Arbitration.

ARTICLE 34 - GRIEVANCE AND ARBITRATION

Delete §34.4(d) (3)-(9) and replace with:

(3) All contract grievances appealed to arbitration shall be heard by a single Master Arbitrator, who shall be mutually selected by the parties. All such grievances shall be heard and reviewed by the Master Arbitrator during the Triage phase of Step 4. At the Triage phase, the parties shall be represented by staff and/or counsel,

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and shall present all relevant information, documents and argument to the Master Arbitrator.

(4) The Master Arbitrator shall have complete authority at the Triage phase of Step 4 to sustain or deny the grievance. If the Master Arbitrator determines that an evidentiary hearing is necessary, the grievance shall be scheduled for expedited arbitration before the Master Arbitrator for the next available hearing date. The Master Arbitrator shall discuss with the parties the specific issue to be arbitrated, and the specific witnesses who shall testify at the expedited arbitration. The Master Arbitrator shall have the authority to preclude witnesses he/she determines to be non-essential to the issue(s) before him/her.

(5) The parties may provide legal counsel at the expedited arbitration. All relevant facts and documents shall be stipulated to at the expedited arbitration, and witnesses may be presented upon the approval of the Master Arbitrator. Except in exceptional cases, there will be no written briefs filed; verbal closing statements will be allowed. The Master Arbitrator shall take notice of all relevant prior arbitration decisions. The Master Arbitrator shall render a written award no later than thirty (30) days after the close of the hearing.

(6) Upon mutual agreement by CSEA and the State, and with the consent of the Master Arbitrator, certain grievances shall be heard before the Master Arbitrator in a traditional arbitration setting, allowing a full range of witnesses and the submission of written briefs. In exceptional cases, at the request of the Master Arbitrator, an outside ad hoc arbitrator may be employed to hear and determine a specific grievance or issue, as agreed upon by the parties.

(7) The Master Arbitrator shall have full authority to resolve all procedural and substantive contractual issues at either the Triage phase or the Expedited Arbitration phase of Step 4, but shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. The Master Arbitrator shall confine his/her award solely to the application and/or interpretation of this Agreement. All awards of the Master Arbitrator, both at the Triage phase and at the Expedited Arbitration phase, shall be final and binding consistent with the provisions of CPLR Article 75.

(8) The Master Arbitrator shall be available for a specified number of days in each month to review and resolve grievances and to study and issue awards, as agreed upon by the parties. All fees and expenses of the Master Arbitrator shall be divided equally between the parties. The parties agree that the Master Arbitrator shall be paid the customary fees for such arbitration services.

ARTICLE 36 (ASU) - JOB ABANDONMENT

Delete §36.1(b) and replace with:

§36(b) Prior to the conclusion of this 15 day period, the appointing authority shall notify the employee and the CSEA Local President by certified mail, return receipt requested, that his or her absence is considered unauthorized and would be deemed to constitute resignation pursuant to Article 36.

ARTICLE 38 (ASU, ISU, OSU)/ARTICLE 29 (DMNA) EMPLOYEE ASSISTANCE PROGRAM

Delete Article and replace with:

Employee Assistance Program

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 in each year of the Agreement 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 43 - REIMBURSEMENT FOR PROPERTY DAMAGE (ASU, ISU, OSU)

Delete Article and replace with:

ASU

ARTICLE 43

Payment of Personal Property Damage Claims

§43.1(a) The State agrees to establish procedures, subject to reasonable rules and regulations of the Comptroller, to provide for payment of claims not in excess of \$350 submitted by an employee and approved by the appointing authority, or their designee, for personal property damaged or destroyed by an inmate, patient or client of such department or agency in the course of such employee's performance of their official duties without fault as provided for by Subdivision 12 of Section 8 of the State Finance Law.

(b) The State shall appropriate an amount not to exceed \$25,000 for each year of this Agreement to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of Subdivision 12 of Section 8 of the State Finance Law, subject to the following:

(1) When investigation of a reported incident by the department or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim reimbursement shall be \$350.

(2) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

§43.2 Grievances alleging violation of this Article shall not be arbitrable, rather they shall be processed pursuant to Article 34.1(b). Alternative procedures may be developed, as necessary, by mutual agreement of the parties.

ISU

ARTICLE 43

Reimbursement for Property Damage

§43.1(a) The State agrees to continue to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivision 12 of Section 8 of the State Finance Law. The State and CSEA shall bilaterally agree on any changes of the provisions for such administration, and the Comptroller shall draft and promulgate rules and regulations consistent therewith. Such regulations shall include uniform guidelines for administration including procedures for filing and recording of claims, required evidence and documentation, approval, where appropriate, by the institution head with an appeal to the head of the department, schedule of payments with authority in the Comptroller to adjust such amounts as circumstances warrant. Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a release. Payments of less than that amount stated in Section 115, Subparagraph 3 of the State Finance Law shall be made out of local funds at the institution level.

(b) The State shall appropriate an amount not to exceed \$25,000 for each year of this Agreement to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of Subdivision 12 of Section 8 of the State Finance Law, subject to the following:

(1) When investigation of a reported incident by the

department or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of the Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim reimbursement shall be \$350.

(2) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

(3) Disputes regarding final disposition of claims pursued under this provision shall not be arbitrable. The employee's recourse shall be the Court of Claims.

OSU

ARTICLE 43

Reimbursement for Property Damage

§43.1(a) The Employer agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivision 12 of Section 8 of the State Finance Law.

(b) The Employer agrees to provide for payments of up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

(c) Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

§43.2 The State shall appropriate an amount not to exceed \$25,000 for each year of this Agreement to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law, subject to the following:

(a) When investigation of a reported incident by the department or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of the Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim reimbursement shall be \$350.

(b) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

(c) Disputes regarding final disposition of claims pursued under this provision shall not be arbitrable. The employee's recourse shall be the Court of Claims.

ARTICLE 44 (OSU) - DEFINITION OF SENIORITY

§44.1(c): Delete Canal Shop

Add:

§44.2 Definition of Seniority

In the event of a facility closure, an employee who exercises layoff rights, is employed by the same agency and is employed within the same title series shall, for purposes outlined in this Article, be given credit for their continuous service in the closed entity.

ARTICLE 45 (OSU and ISU) (OSU) POSTING AND JOB VACANCIES (ISU) POSTING AND BIDDING FOR JOB VACANCIES

§45.1(a): Add DDSO to parenthetical phrase after "institution;"

(Continued on next page)

Additions, deletions to 1995-99 CSEA/NYS contracts

(Continued from previous page)

DURATION OF AGREEMENT:

ARTICLE 52: ASU

ARTICLE 57: OSU

ARTICLE 58: ISU

ARTICLE 45: DMNA

Delete present Article and replace with:

The term of this Agreement shall be from April 2, 1995 to April 1, 1999.

COUNSELING APPENDIX:

Add as new Appendix:

COUNSELING

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact and out of respect to the employee and the process, must be conducted in private.

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow-up memo, supervisors should consider if that level of normal response is necessary or appropriate. Not all incidents require counseling, not all counseling requires the issuance of a memo. Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the personnel department. If such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. Overall, counseling is viewed as a supportive supervisory means of communicating with employees.

Any grievance regarding counseling is grievable only to the extent provided by Article 18 of the Agreement.

LEAVE DONATION APPENDIX

Add as new Appendix:

This Appendix describes the leave donation program applicable to employees of this Bargaining Unit. Detailed guidelines on program administration are contained in Attendance and Leave Manual Appendix H.

A. 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.

B. Eligibility Criteria - Donors

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

- must be employed in the same department or agency as the employee to whom donations are made;
- must 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.

C. 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 bi-weekly payroll periods following exhaustion of leave credits or sick leave at half-pay;
- 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.

D. Donation to and From Employees in Other Units

Employees of this Unit may participate in the voluntary donation or receipt of accrued vacation credits with employees in other bargaining units or those designated M/C subject to the following conditions:

- Vacation credits may only be donated, received, or credited between employees of the same department or agency who are deemed eligible to participate in an authorized leave donation program, provided that there is simultaneously in effect a Leave Donation Exchange Memorandum of Agreement between the Governor's Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial or confidential employees.
- The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

E. 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.

There is no maximum number of days which a recipient employee may accept, provided, however, that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule or regulation. There is no maximum number of donors from whom an eligible employee may accept donations.

An employee's continuing eligibility to participate in this program must be reviewed by the agency personnel office at least every 30 days and more frequently if appropriate, based on current standards as to what constitutes satisfactory medical documentation.

F. Use of Donated Credits

Donated credits may be used, at the employee's option, in full-day units after exhaustion of all leave credits prior to sick leave at half-pay, or in either full or half-day units after exhaustion of sick leave at half-pay.

An employee who opts to use donated credits prior to sick leave at half-pay is permitted to participate again in this program following exhaustion of sick leave at half-pay. Use in full or half-day units is based on the recipient employee's work schedule.

G. Status of Recipient Employees

Recipient employees are deemed to be in leave without pay status for attendance and leave purposes while charging donated leave credits. They do not earn bi-weekly accruals or observe holidays, nor do they receive personal leave or vacation bonus days if their anniversary dates fall while using donated leave credits. Time charged to donated leave credits does not count as service for earning additional eligibility for sick leave at half-pay.

Employees using donated leave receive retirement service credit for days in pay status.

Health insurance premiums, retirement contributions and other payroll deductions continue to be withheld from the employee's paycheck so long as the check is of an amount sufficient to cover these deductions.

H. Solicitations

Donations may be solicited by the recipient employee, on his or her behalf by coworkers or by local union representatives. The employing agency may not solicit donations on the employee's behalf.

I. Administrative Issues

The employing department or agency is responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations and transferring credits.

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

For the further information of CSEA members, two video tapes concerning the 1995-99 CSEA/NYS contracts are available for viewing from your CSEA state local president. One is a video of the statewide teleconference held on April 20. The other is a video of a detailed presentation on the tentative contract to delegates attending the recent CSEA state division workshop. Contact your state local president to schedule a viewing of either or both videos.

**Reminder:
✓Ratification ballots mailed May 5.**

✓Deadline for return of ballots is 5 p.m. May 24.

✓Ballots will be counted May 25.

Ballots in mail May 22 for Board of Directors election

Ballots will be in the mail May 22 to CSEA members eligible to vote in the election of members of CSEA's statewide Board of Directors.

Eligible union members who have not received an original ballot by June 1 may request a replacement ballot by contacting Linda London at Interactive Computerized Elections (ICE) at (516) 753-0400 collect during normal business hours.

The deadline for return of ballots is Monday, June 13 at 8 a.m. Ballots will be counted on June 13 by ICE at 71 Executive Blvd., Farmingdale, NY 11735. Results will

be announced after the ballots are tabulated. Election results will be published in the July edition of *The Public Sector*.

Candidates and the Board of Directors seats they are seeking are listed below and on following pages. Where there is more than one candidate, candidates are listed in the order they will appear on the ballot.

Where qualified candidates are unchallenged, the candidates are automatically elected to the Board and ballots will not be mailed out since an election is unnecessary. Unchallenged seats are indicated with an (*) next to the names

of the successful candidates.

All candidates were given an opportunity to submit statements and photographs for publication in this edition of *The Public Sector*. The statements and photographs as submitted are printed below. Only the names of candidates are listed where statements and/or photographs were not received.

The remarks are the personal statement of the candidate and are not to be construed as reflecting the opinions or beliefs of *The Public Sector* or CSEA Inc.

KEY: (*) indicates unopposed candidate; automatically elected

AGRICULTURE & MARKETS

(*)Raymond M. LaRose

AUDIT & CONTROL

Georgianna Natale



As your representative since 1987, I've worked hard to make sure that YOU have a voice in our union. My record of service clearly demonstrates my continuing commitment to best represent YOU on the Board of Directors. Please use your vote to re-elect an experienced, dedicated representative who works for YOU.

Claire A. Grant

AUTHORITIES

(*)W. John Francisco

CIVIL SERVICE

(*)Maggie McCafferty

CORRECTIONAL SERVICES (Elect 2)

(*)Susan Crawford

I would like to thank each and every one of you for having enough confidence in Jeff and I to re-elect us to another term as your representative. We will both represent you to the best of our abilities and will continue to fight on your behalf. Again, thank you.

(*)Jeff Howarth



Working with Sue Crawford as Corrections Board of Directors Representatives, I have been able to bring Corrections problems to the statewide level. A Corrections network exists that allows us to work as a united group to address your concerns. Your overwhelming support will allow me to continue the work we've begun.

ECONOMIC DEVELOPMENT

(*)Rose DeSorbo

EDUCATION

William J. VanGuilder



As your Board Representative, I won't allow Pataki to gut Education or Higher Education without a fight. I have the ideas, energy and commitment to win this fight. We can't afford to lose. There's too much at stake. Help me to help you. Vote! Strong leadership, for a change.

EDUCATION

Elizabeth Habiniak



Under Pataki's administration, he will challenge CSEA. We must join together and show that we will not take layoffs and contracting out lightly. As Local 667's President, I've begun to fight these issues and will continue for all members if ELECTED as the NEW BOARD OF DIRECTOR for EDUCATION.

Cheryl Abbott



If you let me, I will represent your concerns and vote in the best interest of the membership. Job security, health and safety issues continue to be a top priority. I pledge, if elected, I will not support any type of dues increase if proposed at the statewide level.

Carol Strokes



As a state employee since 1967, I have witnessed many changes. With a knowledge of the union since 1974, I will as a Board of Directors Representative, see that your money is better spent to serve you. A vote for me will save union \$'s for you.

ENVIRONMENTAL CONSERVATION

(*)Maria N. Mesiti

EXECUTIVE (Elect 3)

Wilma Hassler



Thanks to everyone who helped me to qualify for a place on the ballot for the position of Executive Department representative. If elected, I will represent you, the CSEA member, at the Board meetings. I will appreciate your continued support on the ballot.

Ralph E. McCann



I seek election as Executive Department Board Representative. I am employed at the New York State Police, Albany, as a Communications Specialist. During my career I have served as Local President and in various capacities with CSEA. "The only way we can get what we want out of our union is to stand together in unity."

Tom Moylan

EXECUTIVE (Elect 3)

Cindy Egan DerGurahian



My mother's advice in 1966 was "Join CSEA." I did and since, I've been an elected delegate, VP and President of DCJS; member of the Board for 24 years and a EBF Trustee for seven years. With your support, I'll continue to serve you for another term. Thanks again for everything!

HEALTH

(*)Bob Simoni



I would like to thank the hundreds of members who supported me by signing my nominating petitions. We face many challenges in the coming years, and I will strive to work on behalf of each and every member within the Health Department organization. I will be a voice for the members!

INSURANCE

(*)Susan Matan

(Continued on next page)

GENERAL NEWS SECTION

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JUDICIAL

(*)Thomas F. Jefferson



Many, many thanks for your support! No dental, vision, prescription drugs, LEAP, Legal Assistance, job opportunity and a decent wage? That was the status when I became active in 1979! With the support and input from CSEA and your Judiciary Locals, court employees have all of the above, with potential for improvement.

LABOR (Elect 2)

(*)Lester Crockett

(*)Barbara Moloney

LAW

Jo-Anne Lonczak



I am a 10-year employee of the Department of Law and I presently supervise the payroll unit. Unlike my opponents, I have not previously held a CSEA office, giving you the benefit that when elected, I will be YOUR VOICE on the CSEA Board of Directors representing your needs and concerns.

Angela Fiore

I have been serving as Board representative since February 1993. A Newsletter was initiated to keep all Statewide offices fully informed of union matters and a Statewide Labor/Management Committee was established to centralize Department negotiations. Your vote is needed to continue my efforts to work for all Law Department members.

LAW

Elisa Bursor



Candidate for Dept. of Law Statewide Board Representative: As a Board member I will work for YOU the membership, not to appease CSEA officers.

I am concerned with Civil Service rules and regulations. Put a stop to management's disregard for employee rights. I will vote for a cap on money spent for workshops.

Margaret M. Fox

MENTAL HYGIENE REGION II (Elect 2)

New Directions Slate

Joel Schwartz



We are running for the Board because we care about CSEA's direction. We will encourage policies that improve services to

our members, while also organizing new members. As experienced leaders in OMH and OMRDD Locals, we believe the union works best when it's activist oriented. Please vote for "New Directions."

Membership Slate

Tony Bailous

Sharon Katz

The Membership Slate

Jimmy Gripper



CSEA is under fire by the Pataki administration. We must keep fighting privatization. Saving State jobs must be this UNION's highest priority. Bob

Nurse and myself are now Senior Members on the Board of Directors. We are the most Experienced and Knowledgeable, and will continue to fight for the OMH/OMRDD State workforce.

Bob Nurse



OMH/OMRDD has consistently been targeted for layoffs and downsizing over the years. Jimmy Gripper and I have demonstrated

an ongoing commitment to OMH/OMRDD employees. We ask for your support of the slate that has continuously supported you. We also ask for your vote to continue the fight.

MENTAL HYGIENE REGION III (Elect 2)

Henry W. Walters



In 1990, Board member Steve Pellicciotti from Passaic DC and I initiated petitions across New York State to oppose

taxation of employee benefits, especially vacation and sick accruals. 100,000 signatures were obtained and through CSEA's Political Action, stopped the Federal Government from imposing such action. Help me to continue to serve you.

Judy Watts-Devine



Let me introduce myself. I'm Judy Watts-Devine, President of CSEA Local 410, Hudson River Psychiatric Center. I also sat on the

Statewide Labor Management Committee for a three-year term under Joe McDermott. I have been a union activist for over twenty years, serving in all capacities on the Local level.

Diane Hewitt



I have been a CSEA member for 21 years. Currently employed at Middletown Psychiatric Center, I am Treasurer for Local 415. I also serve on

the Statewide PEOPLE Committee, am chairperson for Region 3 PEOPLE Committee, Secretary for the Region 3 Membership Committee and most recently served on the State Contract Negotiating Team.

Alan L. Ackerman



In these uncertain times, we need to have strong leaders at the pulse of "our union." That is why I'm asking you, the members of

Region III, to re-elect me as your Board Representative for Mental Hygiene. The battle continues and we need strength at the helm with the budget problems.

MENTAL HYGIENE REGION IV

Frances Kennedy

Helen Fishedick



My experienced leadership representing OMRDD, OMH and OASAS at the state and local levels is more important now than ever. I'll

continue to oppose the State's actions toward privatization, jeopardizing jobs. With my many years experience, your continued support and YOUR VOTE, I will ensure your voice is heard! - VOTE FISCHEDICK!

MENTAL HYGIENE REGION V (Elect 2)

(*)Edward (Bud) Mulchy

(*)Lori Nilsson

MENTAL HYGIENE REGION VI (Elect 2)

Button & Mootry Slate

Kathleen A. Button



A vote for the BUTTON/MOOTRY team ensures that YOU have strong voices carrying YOUR message to the policy

makers of our union. Cast your vote for the experienced team that's not afraid of a fight and has the know-how to get things done. RE-ELECT KATHY BUTTON AND ELAINE MOOTRY.

Elaine Mootry



A vote for the BUTTON/MOOTRY team ensures that YOU have strong voices carrying YOUR message to the policy

makers of our union. Cast your vote for the experienced team that's not afraid of a fight and has the know-how to get things done. RE-ELECT KATHY BUTTON AND ELAINE MOOTRY.

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GENERAL NEWS SECTION

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MENTAL HYGIENE REGION VI (Elect 2)

Pamela Watson



I have served on numerous committees, served on the Local Board of Directors, chairperson of the Local Women's Committee, served as a

Local Delegate and I am currently a member of the Statewide Convention Committee for Region 6 and a Steward for Local 427, serving on the Local 427 Labor/Management Committee.

MOTOR VEHICLE

(*Michael Febraio Jr.



Thank you to all DMV members for your support these past three years and to the many members that signed my petitions. Please feel

free to contact me with your questions, concerns or suggestions.

PUBLIC CORPORATIONS

(*Michael R. D'Alessandro

PUBLIC SERVICE

(*Robert F. Calhoun

SOCIAL SERVICES

(*William McMahon

In my opinion this may be one of the toughest times to be a Union Official. In this era of downsizing, cutbacks, re-engineering, restructuring, regionalization or whatever the term used, many existing jobs may be lost. Now and over the next few years, you as members must make intelligent choices when you elect your leaders.

STATE

David R. Dingley

Charlotte Kenny

My goal is to bring new insight to the process of the Board of Directors, inform members of the DOS and all CSEA members of the issues confronting public employees today, and safeguard the integrity of the Board in making constructive decisions.

TAX & FINANCE

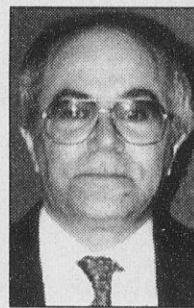
Michael R. Kaplan



Rumors equal hysteria. To eliminate this you need a transfusion of new ideas while receiving first hand information in all facts that

agency shop should provide. Whether in debate or vote, my quest will be to put the "T" back in your "Trust." Vote Michael R. Kaplan State Board Representative.

Carmen Bagnoli



Vote with confidence for an experienced, able and proven leader. Re-elect Carmen Bagnoli for CSEA Board of Directors.

TRANSPORTATION (Elect 2)

Transportation Slate

Barbara M. Ritshie

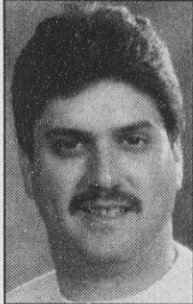


By voting for TRANSPORTATION SLATE, DOT will be represented on the Board of Directors by a cross section of our membership. Privatization and safety will be at the forefront of the policy making body of our union. VOTE TRANSPORTATION SLATE to be heard!

TRANSPORTATION (Elect 2)

Transportation Slate

Bob Timpano

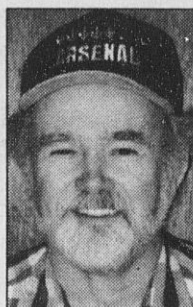


These troubled times demand strong and effective leadership. My involvement in CSEA at the Local, Region and Statewide

levels make me aware of the problems faced in Transportation. I believe that the Board seat has to have a person with a strong voice. VOTE TRANSPORTATION SLATE to be heard!

Just Say No! (To Privatization) Slate

Lyle H. Evans



Vote JUST SAY NO (To Privatization) Slate. We are #2 on the ballot and we will do more for you! We will investigate and file improper

practices. We will fight to prevent the slashing of the special crews. We will represent DOT and fight for your jobs.

Laurie A. Hayes



We as a team will fight for your jobs! Privatization is on the rise and they want your jobs. We Say No To Privatization. We will do everything in our power to

prove DOT can do it better than the Private Sector. Vote JUST SAY NO (To Privatization) Slate.

Del Perrier



A special thanks to those who distributed and signed my petitions. It is time for a CHANGE! DOT

members need a voice on the Board of CSEA, and to be informed on important issues. We need CSEA to use all of its resources in these trying times. PLEASE VOTE!

Mike Croffut

I have been local president for Syracuse State Local 013 the last 4 years, 1st VP 1 and 1/2 years previously. I am also on the Region 5 Health and Safety Committee. I am an independent thinker with long term goals as an activist at the statewide level. Yours in Unionism.

UNIVERSITIES (Elect 4)

SUNY United Slate

(*Betty Lennon

My sincere appreciation to SUNY members who supported my candidacy for the university Board of Director's seat and the "United Slate." I pledge to do my best to represent the members and work to keep CSEA a strong union.

(*Diane Lucchesi

I would like to thank all the members of SUNY for their continued support. Our focus is to insure SUNY's voice within CSEA, keep communications open and to maintain CSEA as the best Union. I look forward to serving you for the next three years.

(*Paul McDonald Jr.

As the newest member of the SUNY United Team representing you on the CSEA Board of Directors I look forward to the challenges before me. Thank you for your support and I pledge that we shall always work as a Team for all of SUNY.

(*Joseph McMullen

ALBANY COUNTY

(*Jack Rohl

ALLEGANY COUNTY

(*David J. Mayo

BROOME COUNTY

(*Daniel Lasky

CATTARAUGUS COUNTY

Joseph S. Kolasinski

I would be honored to serve Local 805 as our Representative to the State. I would like to learn the inner workings of CSEA so as to bring back to our Local ideas, current laws, etc. to make 805 stronger and better able to serve our Membership. Thank you.

Tim Anderson

CAYUGA COUNTY

(*Ginger Sheffey



I wish to thank everyone who signed my nominating petitions. I appreciate your continued support. As I begin my fourth term I

look forward to working with you and for you. Remember, Cayuga County works because we work!

CHAUTAQUA COUNTY

(*James V. Kurtz



I wish to thank everyone who signed my nominating petitions. It has been my pleasure to serve the members of Chautauqua

Local 807 for 14 years as your Representative to the Board of Directors of the State Association. I appreciate your support and pledge to continue efforts on your behalf.

CHEMUNG COUNTY

Thomas P. Pirozzolo

David J. Barton

CHENANGO COUNTY

No candidates

CLINTON COUNTY

(*Jeanne Kelso

Thank you Clinton County Local 810 for your support and confidence. Once again I look forward to working with and for all members of CSEA. I pledge to be a diligent, hard working member of the Board of Directors to make our Union better and stronger than ever.

COLUMBIA COUNTY

Sherrill Mavrides

Shirley Ponkos



I'm No. 2 on the ballot - No. 1 for the members! I'm asking for your active support for my re-election as a Representative of Columbia County Local

811 on the CSEA's Statewide Board of Directors. With your continued help and support, I will continue to represent your interests on a statewide level.

CORTLAND COUNTY

(*Sadie E. Ross

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GENERAL NEWS SECTION

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DELAWARE COUNTY

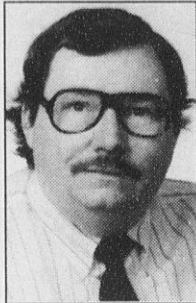
(*)Karin R. Eggleston

DUTCHESS COUNTY

(*)Ken Monahan

ERIE COUNTY

Mark P. Heron



Elect a Representative who believes that the Union is its Membership. I am an experienced leader with the integrity, perseverance and

commitment to fight for all union members. Some union members seem to forget where they came from once elected. I will not!

Marie Prince



A strong union consists of officers whose commitment to the members is unquestionable. If elected, I will continue to

meet the needs of the Local by listening to their concerns and responding by taking them to the Board in an effort to work toward honest solutions to our shared problems.

ESSEX COUNTY

Victor J. Putman

J. Michael Leddick

FRANKLIN COUNTY

No candidates

FULTON COUNTY

(*)William Sohl

GENESEE COUNTY

No candidates

GREENE COUNTY

Judith E. Fremgen



I've been a member for over 18 years, presently Unit President, Local Secretary and Delegate. My first objective will be to

improve communications between Headquarters and the Greene County Membership. I'm a fighter. Your rights will come first. I've had experience in all types of grievances and legal matters. Please support me.

Richard W. Canniff

HERKIMER COUNTY

(*)Patricia Labrozzi

JEFFERSON COUNTY

(*)Daniel S. Brady Jr.

LEWIS COUNTY

No candidates

LIVINGSTON COUNTY

(*)Robert Wright

MADISON COUNTY

(*)Roslie Tallman



I would like to thank the members of Madison County Local for their continued support and confidence by allowing me to serve another term

as their Representative on the Statewide Board of Directors of CSEA. This term allows me to further demonstrate my commitment by continuing to work for the members' best interests.

MONROE COUNTY

(*)Florence Tripi



In these days when people are led to believe that Government employees are excess baggage, we in CSEA know better. I have and will always be a

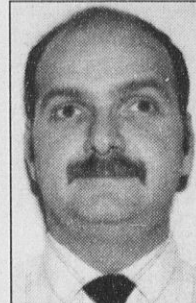
strong advocate for the members of this Union. I fight long and hard for members' rights and I believe strongly in Unionism.

MONTGOMERY COUNTY

(*)Gary R. China

NASSAU COUNTY (Elect 2)

Thomas DeStefano



The members make the union. When the members are viewed as one it creates a powerful fighting force. In order to achieve this

"unity" the leadership must first have the member's support. This chemistry is what a union is all about. Take the FIRST STEP, it starts with YOUR VOTE!

Jane D'Amico



My evolution from the grassroots membership into union activism will bring a fresh perspective to the State board. Experience as an

Administrative Assistant at Local 830 has educated me to the concerns of all of our members, as well as those I currently represent as President of the Probation/District Attorney Unit.

The members Unity Slate

Bobbi Eisgrau



We must go forward with change. Our voices must be heard. Our goal is to educate members of the mechanics of CSEA to keep honesty in

unionism. Your strength and integrity lie with those you elect. VOTE 'THE MEMBERS UNITY SLATE' which always has the membership as its first priority.

Elaine J. Kennedy



As former Statewide CSEA Presidential Candidate, my commitment and crusade for the interest and concerns of the

members, and my thrust to motivate all rank-and-file to get involved remains unchanged. Together we'll protect the values of the true shareholders, "The Members," who must be a part of the change, not the problem.

NASSAU COUNTY (Elect 2)

2-For-U Slate

John Aloisio Jr.

Joe Licardi



I'm running for Nassau County Representative because Mr. Aloisio and I know we can make a difference. Nassau has certain needs that Albany

must meet. However, the reason that we don't get our fair share is due in part that the current representatives are too busy having a never-ending party with our dues.

Unity Team Slate

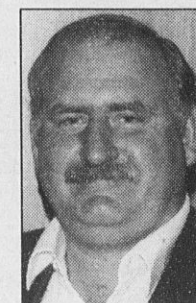
Ralph Spagnolo



I have had the honor of representing you since 1977. I am now seeking a new term and need your continued support. I am running with

John Shepherd. Together we will be your voice, a voice that will be heard. These times demand experience and reputation. John and I have both.

John C. Shepherd



During my 20+ years as a CSEA Activist, 12 years as a Unit President, 2 years as a Local President and numerous

years as an AFSCME and CSEA Delegate, my motto has been simple. "MEMBERS FIRST." With YOUR help I will bring something new to the State Board of Directors meetings.

Gloria Moran



As an activist for 24 years my record speaks for itself. I was your voice on the Board of Directors for seven years as President of Region

One. Your vote will return me to the Board to be your voice again. I will keep you all well informed as your Board Rep.

NIAGARA COUNTY

(*)Mark W. Dotterweich

ONEIDA COUNTY

(*)Nancy Murphy



I'm running for this position because I care about what's happening both within and without this union. I want Oneida County's

voice to be heard and I feel that I have the leadership abilities to make that happen. If elected, I'll give it my all, always, with honesty and integrity.

ONONDAGA COUNTY

(*)Sally Heater

ONTARIO COUNTY

(*)Nancy Hurlburt

ORANGE COUNTY

(*)Sabina Shapiro

ORLEANS COUNTY

(*)Christine A. Covell

OSWEGO COUNTY

(*)Valerie Williams



I believe in strong, competent, capable union leaders who are well-trained and stand ready to represent members at all levels of need. In this

age of re-inventing government, we need to be able to work professionally with management and all elected officials in order to serve the public in the best ways.

OTSEGO COUNTY

(*)George R. Smith

(Continued on next page)

GENERAL NEWS SECTION

(Continued from previous page)

PUTNAM COUNTY

(*)Irena Kobbe

Thank you to the members of Local 840 for your support in the past, and signatures during this petition period. I am grateful to my co-workers that helped in getting petition signatures for this Board position, and hope that we will continue working together in the future.

RENSSELAER COUNTY

(*)Regina P. Piekos

ROCKLAND COUNTY

No candidates

ST. LAWRENCE COUNTY

Joseph J. Frank

Betty Thomas

SARATOGA COUNTY

(*)Corinne B. Daly

SCHENECTADY COUNTY

(*)Lou Altieri

SCHOHARIE COUNTY

(*)Marguerite Stanley

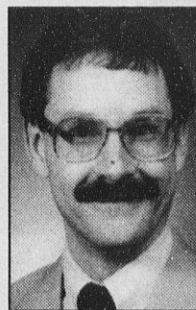
SCHUYLER COUNTY

No candidates

SENECA COUNTY

Paulette Barrett

Bruce K. Damalt



I wish to thank the membership of Seneca County Local 850 for my re-election to the Statewide Board of Directors. As your representative

I look forward to hearing your concerns and input. I pledge to keep our Local's needs and interests in the forefront of the Board's attention. Yours in Unionism.

STEUBEN COUNTY

(*)Ronald A. Gillespie

REMINDER

Deadline for return of ballots is
Monday, June 13
Replacement ballots are available
as of June 1

SUFFOLK COUNTY

Elizabeth M. Puttre



As the incumbent, I have sent out reports after each Board meeting so that you, the membership, can be informed about how our Union

works. With 12 years as Unit President and 6 years as Local President, I will continue working hard to make sure our leaders listen to our concerns. Vote Puttre!!

James A. Tullo



Vote James Tullo. Suffolk Local state Board representative, over 25 years experience as union activist. Let's send a strong voice to Albany. Your

current Board representative voted to raise your dues "without your knowledge." I pledge to bring issues to you, the members. Your voice needs to be heard, not ignored.

SULLIVAN COUNTY

(*)Thomas E. Schmidt

TIOGA COUNTY

(*)Gail Columbia

TOMPKINS COUNTY

(*)Thomas Keane Jr.

ULSTER COUNTY

(*)Deborah DeCicco

WARREN COUNTY

(*)Douglas K. Persons

WASHINGTON COUNTY

No candidates

WAYNE COUNTY

(*)Cynthia Herman

WESTCHESTER COUNTY (Elect 2)

Carmine DiBattista



I take this opportunity to express my appreciation for your support in the past. Likewise, I thank you for your support in this election. Together we have actively

pursued the needs of the membership. I thank you for that opportunity. I look forward to working with you in the future.

Grace Ann Aloisi



Communication between the Locals and Units and the Statewide Association is an important factor in the strengthening of CSEA. I am running for board of

Director for Westchester Local 860 in order to increase the lines of communication and to see that our members are aware of the internal workings of CSEA.

Edward F. Carafa

Cheryl Melton



Re-elect Cheryl Melton for Statewide Board of Directors. Someone who always has the members best interest at heart and will fight for what is right.

Remember, you the members are the union; we as officers are only your representatives. We should all work together to make our union stronger.

WYOMING COUNTY

(*)Sandie Boyd

YATES COUNTY

(*)Carol A. Thornton

LOCAL GOVERNMENT EDUCATIONAL REPRESENTATIVES

LONG ISLAND REGION I

(*)Edward Maass

SOUTHERN REGION III

(*)V. Norma Condon

In this time of uncertainty it is most important to be aware of the dangers of contracting out, elimination of our jobs and raiding of our union by other unions. I will continue working to stop all these as I have done in the past.

CAPITAL REGION IV

Lester Cole Jr.

Judy Gardner

CENTRAL REGION V

(*)Betty Browell

WESTERN REGION VI

David Spacone

I would like to take this opportunity to thank all the members of Region VI Erie and Niagara County Locals, who supported me in March by signing my nominating petitions. I look forward to your continued support in the upcoming election.

Evelyn Gibala

CSEA member gets what he earned

BRENTWOOD — CSEA member Ed Klein is a four-time winner.

He thanks the perseverance of CSEA Pilgrim Psychiatric Center Local 418, especially grievance committee member Carol Guardiano, for getting him a title upgrade, a permanent position and a large out-of-title settlement, including back overtime pay.

While employed as a senior grounds worker, Klein did the work of a supervising grounds worker. CSEA filed a grievance and won him out-of-title back pay.

But the out-of-title work continued, so CSEA filed again.

This time the union also won him overtime and a title upgrade.

"Ed kept excellent records regarding his overtime, and it made it much easier to prove his case," Guardiano said.

Klein, who has worked for the state for 26 years, was promoted from a grade 9 to a grade 12.

"Carol did a great job for me. She really made it happen by getting me the backpay, overtime money and permanent item," Klein said.

"I'm very happy for Ed," she said. "He got exactly what he earned."

— Sheryl C. Jenks

Tryon DFY members restored to jobs with back pay

JOHNSTOWN — CSEA members John Garcia and Dale Holmes are back on the job at the Tryon Division for Youth facility here after the union took their cases to independent arbitrators, who reversed efforts by the state to fire them.

Garcia was awarded \$15,000 in back pay and Holmes received \$8,500 in back pay.

Arbitrator Howard Rubenstein agreed with CSEA that Garcia was innocent of charges of misconduct in the restraint of a DFY resident. He received a two weeks suspension without pay for other violations and was reinstated with back pay.

Holmes was charged with incompetence and misconduct

following the escape of two DFY residents. Arbitrator William A. Babiskin found him guilty of only one of four charges, gave him a 30-day suspension without pay and ordered him reinstated with back pay.

CSEA Tryon Local 559 President Nick Russo praised the efforts of shop stewards and local officers Don Sheehan, Jeff Nicosia and Joan Andersen for their involvement in the cases.

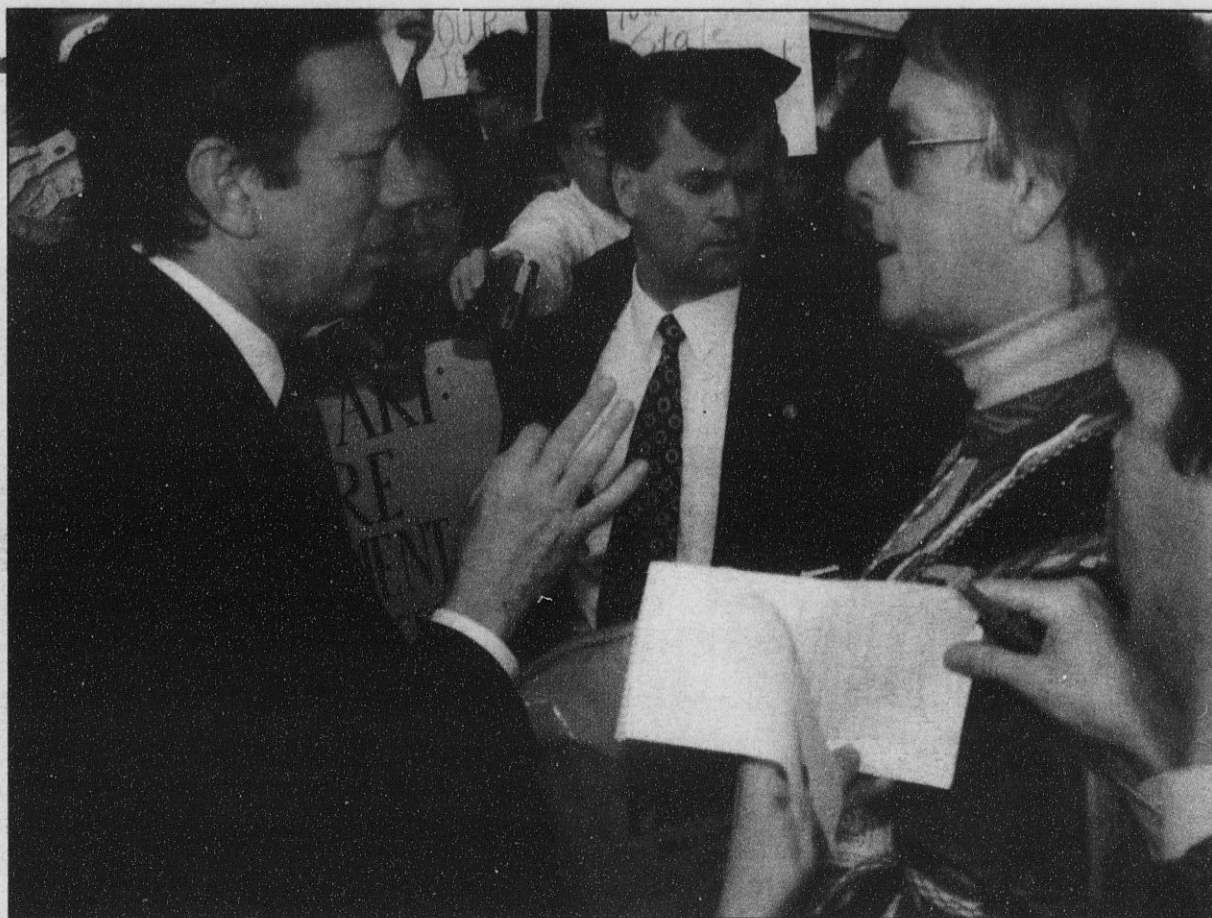
Russo also praised CSEA Labor Relations Specialist Linda Sage.

"Linda has improved our internal grievance procedures by 70 per cent since recently being assigned to the local," he said.

— Daniel X. Campbell

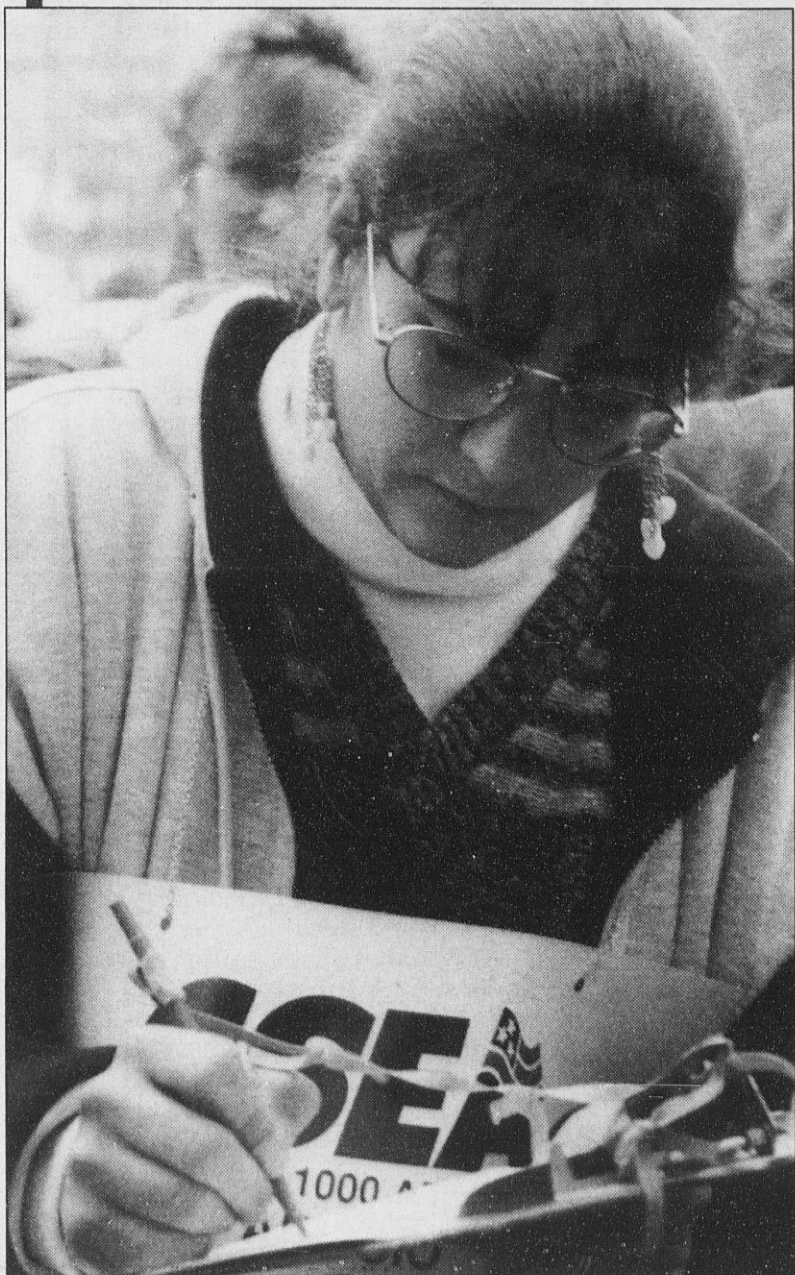


Maureen Marfoglia, recording secretary for SUNY at Buffalo Local 602, volunteered for an anti-Pataki budget phone bank operated at CSEA's Western Region office.



CSEA Western Region President Bob Lattimer, right, confronted Gov. George Pataki over inequities in the Governor's proposed state budget when Pataki visited Kenmore in Erie County.

Not *this* budget!



Denise Williams of CSEA Local 013 signs a petition in opposition to Pataki's budget.



Members march to protest the Pataki budget at rally in Geneseo.