



Remembering Sabina

-See page 3

✓ **INSIDE THIS EDITION**

Proud to be CSEA
...Page 5

Privatization at center of Bush's domestic policy
...Page 9

COUNTIES	CITIES	
TOWNS	VILLAGES	SCHOOL DISTRICTS

LOCAL GOVERNMENT NEWS

INDEX

Page 3

Sabina Kulakowski is remembered on Worker Memorial Day, and an Ulster County member saves a co-worker's life.

Page 4

CSEA sues Nassau County over layoffs and CSEA wins a round in the tax cap battle in Erie County

Page 5

CSEA is praised for its victory in the Hicksville School District.

Page 6

A CSEA member tells of terror when she was stabbed on the job.

Page 7

CSEA wins more than \$51,000 for fired CSEA member. Plus other CSEA grievance and arbitration wins.

Page 8

CSEA members in Syracuse protest stalled contract talks.

Driver wins bus safety rodeo in Dutchess County

POUGHKEEPSIE - Dan Crandell, a bus driver in the Arlington School District, won first place in a school bus safety rodeo held recently in Goshen.

The rodeo tests the driver's ability to handle a school bus in various situations and knowledge of school bus operations, rules and regulations. Crandell, a member of Dutchess Educational Local 867, received a clock trophy, a \$100 savings bond and \$150 from the Mid Hudson Transportation Supervisors' Association.

Crandell will compete in the state bus drivers rodeo in July.

Dutchess county workers volunteer to paint, repair for elderly homeowner

POUGHKEEPSIE — Thanks to 30 Dutchess County employees, an elderly homeowner in Poughkeepsie has had her home painted and repaired.

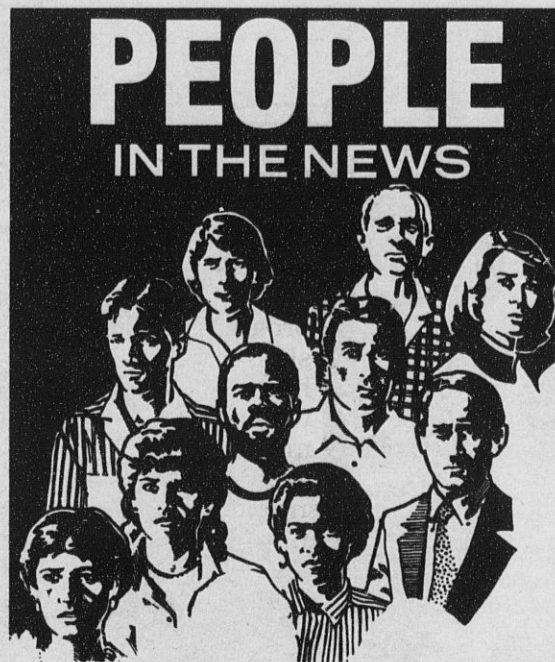
"The owner was so happy," said CSEA Dutchess County Local 814 President Helen Zocco. "She was really pleased. And it felt good to be involved in the project."

The project, called Xmas in April, is part of a national organization whose mission is "dedicated to keeping low-income, elderly and disabled homeowners living in warmth, safety, independence, dignity and decency through home repair and rehabilitation volunteer services," Zocco said.

The one-day project, chaired by the county executive, involved 10 city homes chosen through an application process. Applicants are referred through community agencies.

Materials were donated by local business or paid for with donations. Volunteers are recruited through the local media.

The 30 county employees who volunteered to participate in the project showed up at the house on South Cherry



Street early on a rainy Saturday to paint, rebuild a sagging porch and make a number of other repairs.

The Xmas in April project originated in Louisiana in 1983. Since then, volunteers have rehabilitated more than 8,000 homes across the country. This was the first project in New York state.



THESE DUTCHESS COUNTY employees were among 30 who volunteered to repair and repaint a house in the city of Poughkeepsie as part of Xmas in April, a national project. They are, from left: Ed Bullinger, Ed Juras, Dave Meyer, CSEA Dutchess County Local 814 President Helen Zocco, Rich Rexhouse, Pal and Nina Bowman, who live in an apartment in the building, John Kleis and Ken Monahan.

THE PUBLIC Sector

Official publication of The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York, 12210

MICHAEL P. MORAN, Publisher
ROGER A. COLE, Editor
KATHLEEN DALY, Associate Editor
STANLEY HORNAK, Assistant Director of Communications

The Public Sector (USPS 0445-010) is published monthly by The Civil Service Employees Association. Publication Office: 143 Washington Avenue, Albany, New York 12210. Second Class Postage paid at Post Office, Albany, New York 12288.

Postmaster: Send address changes to: Civil Service Employees Association, Attn: Membership Department, 143 Washington Avenue, Albany, New York 12210.

COMMUNICATION ASSOCIATES

SHERYL C. JENKS — Region I (516) 273-2280
LILLY GIOIA — Region II (212) 514-9200
ANITA MANLEY — Region III (914) 896-8180
DAN CAMPBELL — Region IV (518) 489-5424
MARK M. KOTZIN — Region V (315) 433-0050

RON WOFFORD — Region VI (716) 886-0391
STEPHEN MADARASZ — Headquarters



CSEA honors member who was murdered

A tree for Sabina

By Mark M. Kotzin

CSEA Communications Associate

AUBURN — Co-workers of Sabina Kulakowski, a CSEA member murdered last year, remembered her on Workers Memorial Day with the planting of a tree.

Kulakowski, a Cayuga County Department of Social Services caseworker and coordinator of the county's day care program, was brutally slain last May at her home. A Syracuse man who had repeatedly made death threats against DSS workers

was convicted and sentenced to 25 years to life in prison for the murder.

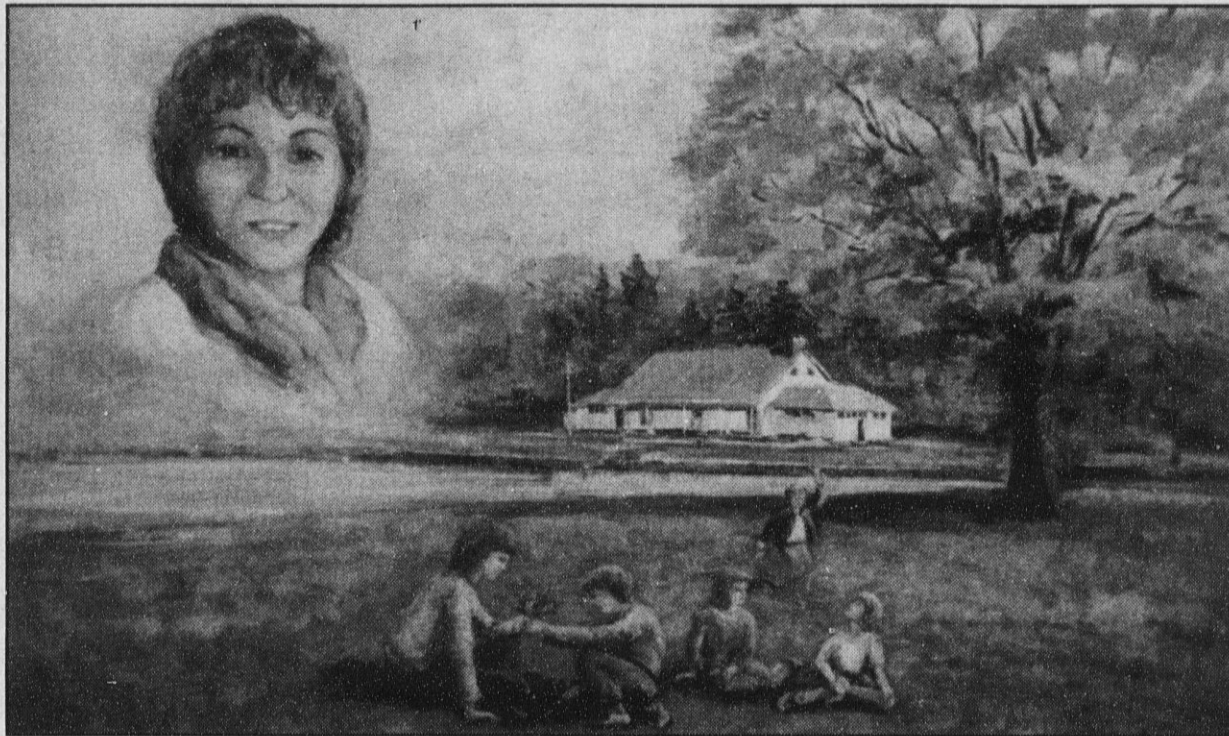
Authorities said the killer selected Kulakowski randomly and killed her because he was angry that DSS had put his daughter in foster care.

CSEA Cayuga County Local and Unit officers gathered on Workers Memorial Day to plant the tree in remembrance of Kulakowski. The tree, a young white cedar, was planted at Cayuga County's Emerson Park in Auburn.

According to CSEA Cayuga County Unit President Kathy Johnson, who worked with Kulakowski, the tree and its location represented everything Sabina stood for.

"I'm particularly glad we planted the tree so close to the children's playground. Sabina would have liked that. Working with children was her life's vocation," Johnson said. "We also chose a young tree to symbolize the youth that she loved so much and worked so hard for."

Present at the ceremony were Johnson, CSEA Sheriff's Department Unit President Jeff Emerson, CSEA Board of Directors Representative Ginger Sheffey, County Unit Vice President Marilyn Cowen and



PAINTING featuring the late Sabina Kulakowski hangs in Cayuga County office building.

County Unit Secretary Georgie Moore. Cayuga County Legislature Chair Herb Marshall and County DSS Commissioner Stefan Bandas also attended.

CSEA officials were also on hand at a county legislature meeting where a painting featuring Kulakowski, commissioned by a memorial committee, was presented to the legislature. The painting, with Kulakowski smiling as she watches children playing, will hang in the county office building near the DSS offices.

The legislature officially proclaimed April

28 as Workers Memorial Day in Cayuga County.

CSEA Central Region President Jim Moore remembered Kulakowski at a Workers Memorial Day observance by the Central New York Council on Occupational Safety and Health (CNYCOSH). He was accepting an award from CNYCOSH recognizing the work of the regional Safety and Health Committee. Moore dedicated the award to the memory of Kulakowski and other workers who lost their lives because of the work they perform.

ON PAGE 1: With Cayuga County officials looking on, CSEA activists plant a tree in Emerson Park in Auburn on Worker Memorial Day in memory of slain co-worker Sabina Kulakowski. From left in page 1 photo are CSEA statewide Board of Directors member Ginger Sheffey (with shovel), CSEA Sheriff's Unit President Jeff Emerson, and Cayuga County Local 806 President Beverly Centers. Partially hidden are County Unit President Kathy Johnson (behind Sheffey), Department of Social Services Commissioner Stefan Bandas and County Legislative Chairman Herb Marshall (behind Centers).

Ulster County CSEA member saves co-worker with CPR

KINGSTON — Another public employee might have been added to the Workers Memorial Day list, but for the efforts of CSEA member Sal Baglio.

A mechanic with the Ulster County public works department and member of CSEA Ulster County Local 856, Baglio revived a co-worker who suffered a heart attack.

Baglio was working in the county garage when co-workers called him to help Edward Van Gaasbeck, who had collapsed in the parking lot.

"Ed fell forward when he had the heart attack and broke his nose and teeth," Baglio said. While two co-workers hurried to help Van Gaasbeck, another worker yelled for Baglio.

"Sal, you know CPR. Help him," a co-worker said.

"He was bleeding from his nose and mouth from the fall, and he was dying," Baglio said.

Although he admitted he was shaken after the incident, Baglio went to the hospital that same night to see for himself that his co-worker was going to be okay. Van Gaasbeck is recovering and has thanked his co-workers.

"It was a good feeling," Baglio said. "I'm just glad I know CPR. Everyone should know it."

The Ulster County Legislature has formally commended Baglio.

"There is probably no greater achievement than saving the life of another," Ulster County Legislative Chair Gerald Benjamin wrote in a commendation letter. "You have done Ulster County proud."



ULSTER COUNTY UNIT President Carmine Negro, right, congratulates Sal Baglio, who saved the life of a co-worker with CPR.

CSEA sues Nassau over layoffs

MINEOLA - CSEA is fighting "bad faith" layoffs by Nassau County in court.

"Bad faith" layoffs, CSEA Attorney Lou Stober said, are ones in which: the position is not abolished and the work is still done; there is no real financial reason for the layoff; it results in no savings; new employees are hired to perform the laid-off employees' work; and the layoff is done for political or personal reasons.

CSEA has filed three lawsuits so far.

In the first suit, CSEA argues that laid-off members in Recreation and Parks and other agencies have been replaced by people who are in county-funded social services programs so they can work off their debts. CSEA wants all special program employees removed.

"Federal and state social security laws prohibit these people from taking work from civil service employees," Stober said.

CSEA also sued because the county Department of Health (DOH) laid off all the lab assistants, who were responsible for such duties as cleaning and sterilizing equipment and setting up cultures. Higher-titled employees were then directed to perform their work.

CSEA maintains that these employees are working out-of-title and the lower level jobs were never abolished. Besides, the county isn't saving money by having higher-paid employees do the lower-paid employees' work. CSEA wants the lab assistants rehired.

"We simply want them working to their own job specifications," Stober said.

In the third case, the DOH laid off the seven public health administrators. Now, lower-titled employees are doing the administrators' work.

"It's another case of bad faith layoffs and out-of-title work," Stober said.

CSEA expects to file many more lawsuits and is currently working on cases involving the district attorney's office, the county medical center and the probation department.

"The county is under the impression they can simply wave their wand and wipe out our members," CSEA Nassau Local 830

President Rita Wallace said. "Well, they have rules and regulations they have to follow and we will make sure they do!"

CSEA tired of bearing all the pain

HAUPPAUGE — CSEA is fighting mad over Nassau County trying to negotiate through the media without making any proposals to the union.

In a *Newsday* article, the county threatened to continue layoffs if the union doesn't make contract concessions.

"We're willing to listen to any proposals the county has to make," said CSEA Nassau County Local 830 President Rita Wallace. "We voted in favor of the deferred overtime plan. We've definitely done our part to put an end to the fiscal crisis."

CSEA members voted to defer overtime pay to stop layoffs, but the board rejected the plan without debate.

Wallace urged CSEA members to call the

politicians responsible for the layoffs. CSEA also strongly criticized the county for failing to share the pain.

"They keep coming back to the CSEA members," Wallace said. "We've taken our share of pain."

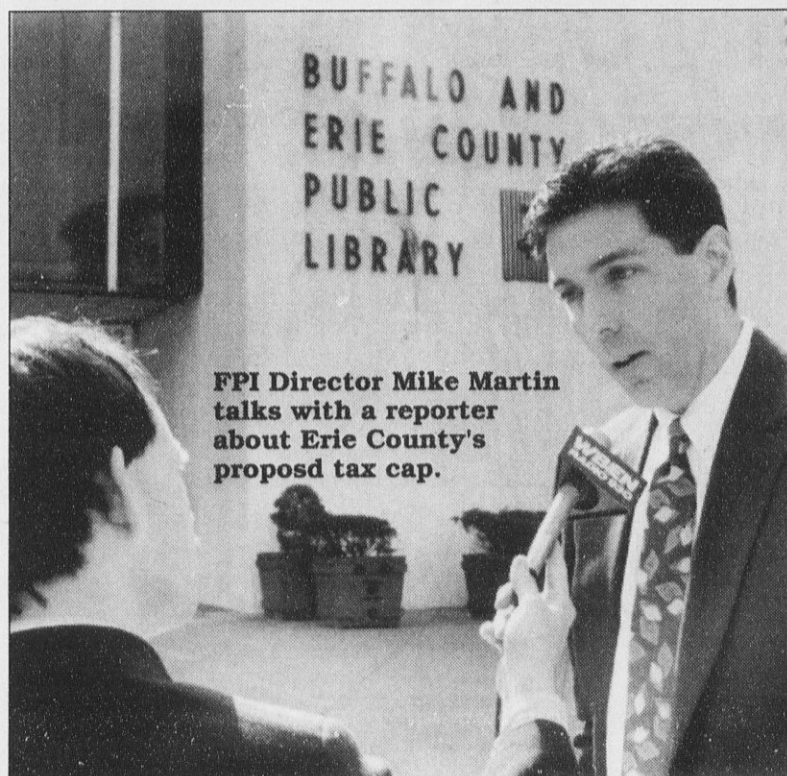
Union members are outraged that while they are facing layoffs, exempt county personnel making salaries of more than \$65,000 are taking 5 percent pay cuts.

"Members in Nassau County make an average salary of \$25,000," CSEA Long Island Region President Gloria Moran said. "Why does the county feel they can afford to be out of work while exempts are only asked to take a cut if they make more than \$65,000. It's absurd."



LOBBYING FOR LOCAL GOVERNMENTS AND SCHOOL DISTRICTS, CSEA members visited legislators in Albany recently to push for mandatory agency shop and legislation allowing unemployment benefits for non-instructional school employees. Above, from left, CSEA Legislative Counsel Fran Turner, Assembly Representative Francis Pordum, CSEA member Michael Bogulski and CSEA Legislative and Political Action staffer Maureen O'Connor.

Erie County Unit wins first round in tax cap battle



FPI Director Mike Martin talks with a reporter about Erie County's proposed tax cap.

BUFFALO -- CSEA has won a victory against a job-threatening real estate tax cap in Erie County.

The Erie County Legislature narrowly rejected a Republican proposal to limit the increase in property taxes for six years. CSEA Erie County Employees Unit of Local 815 had vigorously opposed the cap.

The victory could be temporary, however, since several Democratic lawmakers are reportedly developing other tax cap proposals.

"We haven't won the war yet, but this was an important early battle," Unit President Stephen Caruana said. "I'm sure there will be further attempts by those who feel a tax cap is the way to go. But we will keep hammering away because tax caps don't work."

CSEA and the Fiscal Policy Institute (FPI) mounted a campaign against the tax cap proposal that included fliers and newspaper

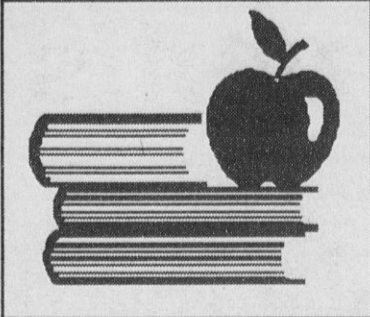
advertisements advising, "Don't be conned by the cap."

FPI Executive Director Mike Martin warned legislators they wouldn't be doing taxpayers any favors by adopting any measures limiting property tax levies.

"Who wouldn't want a smaller tax bill?" Martin said. "That certainly sounds appealing. But what no one else is talking about is what will happen in a year or two when the levy is at the new limit? The county is tying its own hands with a cap. Many services will be reduced or eliminated."

CSEA and AFSCME members mounted a letter-writing and telephone campaign urging that the tax cap plans be defeated.

"We must continue to fight the seductive perception that a tax cap will cure the economic problems we're facing," Caruana said. "It's an ongoing struggle."



The story behind the story

Hicksville agreement settles problems over teacher aides

HICKSVILLE — The story in the May edition of *The Public Sector* was of average length and the headline, "Hicksville agreement settles problems over teacher aides," straightforward. But like many situations, there is more to the story than meets the eye.

In a recent emotional letter to CSEA President Joe McDermott, Hicksville Teacher Assistants CSEA Unit President Linda L. Hild praised the dedication, expertise and tenacity of CSEA staff employees and member-activists who battled management of the Nassau County school district for more than a decade.

The agreement, which will enable teacher aides to become teacher assistants, settled a long-term lawsuit brought by the union and resolved an issue that the employees and Hicksville Union Free School District had battled over for a dozen years.

The story began in 1980, before Hicksville

HICKSVILLE — The CSEA Hicksville Teacher Aides/Assistants Unit and the Hicksville School District have reached an agreement that will enable teacher aides to become teacher assistants.

CSEA dropped a lawsuit and improper practice charges. The problem developed after teacher aides approached the district about becoming certified teacher assistants. The aides might have lost their lawsuit if the agreement had not been reached. The agreement, the district

university by September 1997, completing six college credits a year.

Aides who retired prior to the resolution will be placed on a preferred list for rehiring, CSEA attorney Lou Stober said.

"Thirty-two teacher aides in Hicksville will keep their jobs," CSEA Labor Relations Specialist Pat Curtin said. "Their positions would have been abolished, but we were able to work with the district with a plan everyone is happy with." Unit D

school workers joined CSEA, when the employees tried unsuccessfully to have teacher aides certified as teacher assistants. Hicksville school administrators refused to certify the employees or provide certification classes for the aides.

The push picked up steam when the employees joined CSEA and became the Hicksville Teacher Aides/Assistants Unit of Nassau Educational Local 865 in 1983.

CSEA initiated a lawsuit seeking back pay for all teacher aides who had worked out-of-title as teacher assistants since 1979 and the legal battle raged for years. The case was settled recently when the district agreed to pay the aides a total of \$250,000 this year and apply for temporary certification so current aides can become teacher assistants.

Thirty-two current teacher aides were in danger of losing their jobs without the agreement won by CSEA. The temporarily certified aides can now complete college courses leading to permanent certification and aides who retired prior to the resolution will be placed on a preferred list for rehiring.

Unit President Hild was in the struggle from the beginning. Here are excerpts from her letter to CSEA President McDermott:

'We are proud to be represented by the CSEA!'

Dear Joe:

We began our quest to right a wrong in 1980. In 1983 we became a part of the CSEA union, when it became quite apparent that we would not last long enough to make it through the first round without the strong arms of the Union around us.

Names such as (CSEA collective bargaining specialist) Irwin Scharfeld, (then CSEA Director of School District Affairs and now Director of CSEA's Legislative and Political Action Department) Larry Scanlon, (attorney) Lou Stober, (Local 865 president) Nick LaMorte, (CSEA Labor Relations Specialist) Pat Curtin, and more recently, (CSEA Attorney) Pam Bruce, along with many wonderful friends and supporters from CSEA will live in our hearts forever.

Larry Scanlon was my first contact. I found his name in a CSEA folder. I often wonder what would have happened if it were not for him. After telling him our story he became involved. When I say involved, I mean up to his neck! He was really interested, and that meant we were on our way.

Irwin (Scharfeld) could always take my hysterical ravings and make some sense out of them. He truly is a sensitive, kind, extremely knowledgeable gentleman, who I feel privileged to have been able to work with.

Nick LaMorte has been our solid rock. He was forever in the background, but just a phone call away. We laughed together, and we cried together. When we say we love him, we mean it.

Carolyn (Krajci, CSEA labor relations specialist) did a wonderful job warding off the would be attackers and going through the horrors of trying to negotiate a teacher aide contract in a war zone.

Someone drastically underestimated Pat Curtin's tenacity. I know it all because I saw it all. Every time we got hit, Pat hit back ... However, much more than all of this, Pat is a kind, compassionate gentleman ... There is a place in heaven for Pat Curtin.

It is with much emotion that I will attempt to give the proper and much deserved credit that we feel is due to Lou Stober. Honest, straightforward, unique, concerned, compassionate and dedicated beyond belief. Lou truly believed in us and we truly believe in him. We were quite a team, but it was Lou who made it all happen. His expertise in labor law is second to none. The end result of our lawsuit is his legacy and we will forever be proud to say, 'Lou Stober represented us.'

Our sincere appreciation goes to (attorney) Dick Gaba for his constant support and his ability to make us laugh when we were at our very lowest.

We would also like to give our sincere thanks to Pam Bruce, who represented us at PERB. Pam told us that it was people like us, who were being kicked all over, that made her truly happy she had chosen her profession. She truly is an asset ... for the little people of CSEA.

A very special thank you to (CSEA Political Action Coordinator) Stephanie Teff for sharing her political action knowledge. Stephanie made suggestions, had flyers drawn up and delivered directly to my home on a time line that was incredible.

... We would like to thank you, Joe, for sticking with a little unit of CSEA and giving us the same considerations that are given to the big guys.

Thank you to (CSEA Long Island Region President) Gloria Moran, (CSEA Long Island Region Director) Ron King, the CSEA legal staff, and office staffs who have supported us these many years.

This truly has been an experience of a lifetime and it nearly took a lifetime to experience it.

Thank you to all of our supporters, we will be forever grateful. WE ARE PROUD TO BE REPRESENTED BY THE CSEA!"

Yours in unionism,
Linda L. Hild, President
Hicksville Teacher Assistants CSEA

In Orange County,

DSS worker is stabbed

Editor's note: Danger always lurks in the workplace, but for those who work in close contact with the public, the risk is magnified. Below is the story of one worker facing violence on the job.

**By Anita Manley
CSEA Communications Associate**

NEWBURGH — Linda Char is used to working in dangerous situations. But the Orange County Department of Social Service caseworker is more cautious than ever since being stabbed at work.

A client who wanted money attacked her in the DSS office reception area.

While she agrees there should have been a security system in place, Char said she does not blame anyone for what happened. The building's layout doesn't lend itself to security. County officials recently assigned a sheriff's deputy to the lobby.

Despite the injuries she suffered, Char is charitable toward her attacker.

"I don't hate him, I only hate what he did to me," said Char, a member of CSEA Orange County Local 836. "It was terrifying. I can't describe the terror. I thought I was going to die. I knew I was going to be stabbed and I didn't want to die on that

dirty floor."

The incident occurred after Char's client called to say he needed \$10 to do laundry.

"He had just received a check two days earlier," Char said. "He said he spent it all on cigarettes."

The client is one of many considered mentally ill chemically dependent (MICA), Char said. His caseworker manages his money.

That day, he was obviously impaired.

"He never should have been let into the building," Char said. "I've heard other workers say the clients come in here impaired from alcohol or drugs."

The client was agitated and his eyes were blood shot. As they talked, he suddenly took a knife out of his pocket.

"He reached up and grabbed me by the shoulder with his free hand," she said. "I reached up and grabbed his shoulder. As he swung the knife at me, I pulled down on him to knock him off balance, twisting away at the same time. He was aiming to stab me in the abdomen and ended up stabbing me in the side in my ribs."

"I said, 'I can't believe you're doing this to me.' Then he hit me in the eye with the hand he had the knife in and cut me. He



attempted to stab me again, and I yanked down on him and twisted away, and he missed me."

The client then put the knife back in his pocket and ran out. Meanwhile, a receptionist tried to signal a security guard, but the pager didn't work.

"The attack happened so fast, there would not have been enough time for the security guards to stop it," Char said.

The client who attacked Char lives in a local hotel, and she often had to visit him and other clients like him in the hotel or their apartments every month.

"This is a very stressful job. My clients are mentally ill, drug addicts, alcoholics elderly people," she said.

Char said she can't give in to threats.

"What can you do?" she said. "If I took \$10 out of my pocket every time I am threatened, every client would know that all he has to do is scare me and I'll give him money."

Saratoga County gets some answers on building odors

BALLSTON SPA — After years of problems with mysterious odors, Saratoga County employees finally know what's been making them sick.

The building was evacuated recently because of the odors.

A report blames the odors on a variety of causes and recommends solutions. These include cleaning ventilation systems, relocating air intakes away from possible odor sources, evaluating the entire system and improving ventilation.

The report came from CTM Analytical Laboratories, which worked with CSEA at NYS office building 8.

The ground around the complex may have been contaminated from gasoline spills, CTM reported. County officials also suspect other sources, including tanks at an abandoned gas station and taxi stand fuel tanks.

"What this building needs is more fresh air," CTM Director Thomas Mukulka said.

While agreeing with the report, CSEA Safety and Health Specialist Wendy Hord stressed the need for the county to find the source of the odors.

CSEA Saratoga County Unit President Corinne Daly said she was pleased the county is working to improve air quality and the health and safety in the buildings.

Animals are only one danger she faces

NEWBURGH — Rabies shots are just part of the job for City of Newburgh Animal Control Officer Joycelyn Tew, a member of CSEA Orange County Local 836.

She's undergoing the series of shots because, while disposing of a dead, rabid raccoon, she came in contact with its body fluids.

Rabies has been a major concern in Orange County, and county Health Department officials are telling residents not to touch dead or sick animals.

But animals aren't the only hazard she faces.

Tew, a seven-year county employee, has been threatened by drug dealers on inner city streets, and she often enters tough and dangerous neighborhoods as part of her job.

One dog she was holding in the pound belonged to a drug dealer who, she said, was not at all pleased his dog had been taken away.

"He told me, 'when I get upset, I get angry, and when I get angry, I take it out on people,'" she said

Tew has a part-time assistant, but she often works alone, keeping the animals clean and fed, doing paperwork and answering calls from police and residents.

One memorable call that resulted in a serious injury involved a mixed breed pit bull that had bitten some people. She gave the big dog enough tranquilizer for a much larger animal. While dragging the dog to the



ANIMAL CONTROL Officer Joycelyn Tew and one of her furry charges.

van, she rested briefly.

"Suddenly he lunged at me and got me on my left thigh," she said. "He didn't puncture the skin, but he crushed my thigh badly."

"I was shocked," she said. "I had no idea he could overcome the tranquilizer. It's a good thing my assistant was with me. She got the dog off me with a pole. We had to destroy him."

Tew later had surgery on the leg and was out of work for more than four months.

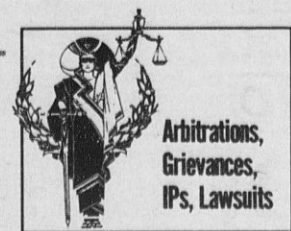
"I hate to put an animal to sleep," she said, petting one her furry residents. "If I had to put this one to sleep, I'd be very upset. I don't mind problems with the animals. It's all part of the job."

Outdoor workers at rabies risk

A dead animal can still transmit rabies, a real problem for CSEA members who work in highway clean-up crews. Look for important new information about public employees and rabies in the July edition of *The Public Sector*.

CSEA fights for member in Nassau County

Member wins \$51,000 in back pay



Former Nassau County Corrections Officer Susan Kelly is in the process of repairing her credit record - with a \$51,718 back-pay award which CSEA won for her after the county tried to force her to return to work full time against doctor's orders.

Kelly, who was responsible for overseeing 70 inmates in the Nassau County jail, was badly injured when a milk crate weighing 60 pounds slid off a food cart and slammed into her head.

She was knocked unconscious and suffered a concussion leading, her neurologist said, to serious migraines, post-traumatic headache syndrome and post-traumatic stress syndrome.

Although she tried to return to work after only three weeks, she suffered some facial paralysis, dizziness, vomiting and vision problems.

Her doctor told Kelly, 38, to stay out of work as she continued treatment.

"It was really frightening. When I felt paralysis I swore I was having a stroke or something," Kelly said.

Kelly, a member of CSEA Nassau County Local 830, submitted the appropriate medical notes to the county. Management asked her to see a county-appointed physician, who determined she could return to light duty, such as clerical work, for one to two months.

The county didn't listen to the doctor, ordering Kelly to return to full duty. She refused.

"I couldn't go back to work. I was feeling dizzy, I was vomiting and having vision problems," Kelly said. "How was I going to be responsible for 70 inmates?"

County officials told Kelly they were holding an "investigation" and insisted she come in for an interview.

"They did not allow a union representative to be present" and they sat her in front of a sexually-explicit poster she found offensive, Kelly said. "I'm sure they were trying to intimidate me."

"They asked me a lot of personal questions about my son and my social life."

The sheriff ordered Kelly back to work based on his captain's report, which said she was able to return to full duty because if

Kelly was able to care for her three-year-old son, she should be able to return to work.

"This was absolutely ludicrous. The county had the audacity to compare the care of a child, with which Susan was receiving assistance from her family, to the supervision of 70 inmates in a jail," Stober said.

The county said if Kelly didn't return to work, she'd be fired. CSEA took the case to arbitration.

"I could never have afforded an attorney. CSEA provided Lou Stober, who is the best, and the union paid for doctors and other expert witnesses," Kelly said.

She also credited CSEA Local and unit officials for their help.

Kelly is on disability retirement and receiving Social Security benefits. Her ordeal has lasted two years.



Former Nassau County Corrections Officer Susan Kelly gives the thumbs up to CSEA and CSEA Attorney Lou Stober, left, for arbitration award of \$51,718 in back pay.

What does she have planned when the check comes in?

"No trips to Disneyland," she said. "I have to pay off my bills. I've never been in debt before. The county ruined my credit, but CSEA helped me get back on my feet."

Kelly's fight isn't over. She has filed a human rights complaint.

"I have been receiving death threats warning that I better drop all my suits," Kelly said. "But I'm not going to stop. I may have headaches but I'm not dead and I'm not going away."

CSEA wins grievances in Hempstead

HEMPSTEAD - CSEA has won several class action grievances and an improper practice charge (IP) for members in the Village of Hempstead, CSEA Unit President John Shepherd said.

CSEA filed a class action grievance and IP when the village failed to negotiate the impact of changing work days for CSEA members in the water plant.

"The village was trying to cut overtime," Shepherd said. "It would have set a bad precedent, so we filed charges and now the employees are back on their original schedules."

Then the village violated the contract by not paying double time to employees whose regular work day is Sunday, so CSEA filed the second grievance.

The village then agreed to pay double time whenever employees work overtime on their second day off, regardless of the day.

In the third case, the village misused the salary schedule. The village was shifting employees to step one when they took new jobs, Shepherd said.

"However, when employees switch to a different position, they shouldn't start again at step one; they should go into the new spot at the step they've achieved," he said.

CSEA won that, too, and employees are to be paid based on years of service.

CSEA won an out-of-title grievance for laborers working as drivers. Now all laborers will be upgraded to drivers.

The village has also agreed to fill 12 upper-level positions with CSEA members, offering senior employees the opportunity to advance, Shepherd said.

He attributed the unit's success to CSEA's political action training.

"Three years ago CSEA members worked vigorously to elect an open-minded, fair Mayor and Board of Trustees," he said. "These settlements are a direct benefit of those efforts."

Members win back jobs

EAST MEADOW - CSEA came to the defense of two patient care assistants at the Nassau County Medical Center recently when they were fired for alleged misconduct after a psychiatric patient made a complaint.

CSEA won a reduction in the penalty to three months' suspension.

"The arbitrator based his decision primarily on the fact that the county's story and its witnesses lacked credibility. That, coupled with the fact the patient has a history of violence and fabrications, helped in our defense of these two men," said CSEA Labor Relations Claude Ferrara.

Coffee is negotiable

UNIONDALE - CSEA members at A. Holly Patterson Geriatric Center (AHPGC) will get their coffee and keep their change, too, thanks to an arbitration CSEA won recently.

After providing free coffee to employees during work breaks for more than 22 years, AHPGC contracted out with the Marriott Corp., which unilaterally discontinued the practice and began charging.

AHPGC Unit President Helen Dupree said the coffee had been free to employees ever since she came to the facility 22 years ago.

The administrative law judge said discontinuing the past practice of providing free coffee was a change in the terms and conditions of employment and a mandatory subject of bargaining.

The county was ordered to resume providing free coffee and repay employees any money they spent on coffee. If the employees submit some documentation on how much money they spent on coffee, the county is supposed to reimburse them, CSEA Labor Relations Specialist Claude Ferrara said.

"It's an excellent win," Ferrara said. "It shows outside contractors they can't come in here and change past practices without CSEA taking them to task."



WE WANT A CONTRACT: Syracuse city employees represented by CSEA protest outside city hall over lack of a contract.

Syracuse City workers protest contract delays

SYRACUSE — After more than a year without a contract, Syracuse city workers represented by CSEA are getting fighting mad and taking their anger to the streets.

Workers recently turned out for a lunchtime picket outside City Hall to protest the lack of progress in contract talks. The city has not met with the union since November. CSEA represents about 300 white-collar workers in the city.

The protest was the second over the course of a few weeks designed to bring attention to their plight and urge city management to get back to the table.

According to CSEA Unit President Lee Fordock, the message has so far fallen on deaf ears.

"We want to stop walking and start talking," he said. "But right now, the city won't sit at the table. So we'll keep walking and raising our voices until we're heard. Our theme is 'let's negotiate.'"

The contract has been stalled for months over wage-related issues, Fordock said, but that doesn't mean the union's demands are unreasonable.

"We're just looking for fairness here," he said. "The city claims they're broke this year, but we feel there's money out there."

CONTRACTS

Agreement

BETWEEN
THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
AND



CSEA COLLECTIVE BARGAINING SPECIALIST Harold Krangle, left, and Smithtown Unit President Bill Maccaro, center, talk to a news reporter while members of the CSEA unit protest in the background.

Smithtown members protest impasse

SMITHTOWN -- Town of Smithtown CSEA members, sporting black ribbons, turned out recently to protest being without a contract since Dec. 31, 1991.

Unit President Bill Maccaro said the town has refused to negotiate a fair and equitable contract with the union, comprised of nearly 450 blue and white collar titles.

"This is not a case of inability to pay," said CSEA Collective Bargaining Specialist Harold Krangle. "It's a matter of no desire to pay."

Krangle pointed to a CSEA budget analysis which revealed the town has more than enough money available to fund a fair labor agreement.

The impasse has gone to factfinding and both sides are awaiting a factfinder's report.

Four new units join CSEA in Central Region

Four new groups of employees have recently come under the CSEA banner in CSEA's Central Region.

In the city of Little Falls, about 35 members have joined the union in the city public works and sewage departments. Mark Zyzk will be president of the new unit of Herkimer County Local 822.

About 65 workers have joined the non-instructional employees unit in the Mt. Markham School District, part of Herkimer County Local 822, and have elected Judith Jochen as unit president.

St. Lawrence County Local 845's new Solid Waste Disposal Authority Unit has 35 new CSEA members. Ronald Stacy will be unit president.

The 160 members at the Crouse Community Center are not really new to CSEA. They were formerly members of the Madison County Infirmity Unit of Local 827. When the nursing home went to the private sector, they became a new unit. Their president is Dee Service.

A message from CSEA President Joe McDermott

It's sad indeed that privatization is core of Bush's domestic policy

"Facilities now run by government that could be owned and operated by competitive enterprises can thus serve the public more fairly and more efficiently."

With those words President George Bush declared war on public employees.

The President made that statement in April in a speech to the Ohio Association of Broadcasters. The speech came a few hours after the President signed an executive order directing federal agencies to encourage state and local governments to sell roads, bridges, housing projects and other public facilities to private companies.

This is an outrageous reversal of past federal policy. It could lead to a wholesale giveaway of facilities built with taxpayers dollars to private companies to plunder for profit.

This President has left state and local governments to deal with tremendous problems such as AIDS and drug addiction with little or no help from the federal government.

This President stood idly by while the nation's health care system, education

system and public facilities decayed.

And now his answer for government's problems is to sell public facilities to profit-oriented private companies. That shows how really out of touch he is with the needs of average Americans.

Will the public really be served "more fairly" when private companies charge tolls on "private" roads and bridges?

Will the elderly and the poor who live in public housing really find it better when their new private landlord raises the rent?

Will communities find it more efficient when the company that bought the local sewage treatment plant goes broke and just abandons the facility?

The answer to all of these questions is a resounding no!

Tolls on private roads and bridges will make commuting to work more expensive for the average American. Even Bush administration officials admit their contracting-out plan will result in higher costs to the public.

Leaving it to the profit-driven marketplace to house the most vulnerable people in our society will lead to more

homelessness.

Letting private companies run sewage treatment facilities and solid waste disposal will lead to

expensive problems for communities that are left in the lurch when the companies don't make enough profit so they pull out.

Government has a responsibility to provide public services to everyone in our society, not just the wealthy who can afford to buy these services. Government cannot meet that responsibility by contracting out its functions to private sector profiteers.

Privatization is a gimmick that has repeatedly failed at the federal, state and local level. It is sad to see that it is the centerpiece of President Bush's domestic policy.

CSEA has fought privatization in the past and we will continue to do so.





INDEX

Page 11

New York Works Because We Work! CSEA members get ready for the tourist season in the Catskills

Page 12

CSEA statewide Secretary Irene Carr testifies on women's health issues, and CSEA's Print Shop Supervisor comes up with a new way to save money.

Page 13

Important information on a new benefit brought to you by CSEA.

Page 14

Tuberculosis is a growing threat; here's what CSEA and New York state are doing about it.

Page 15

CSEA marks Worker Memorial Day. Also, CSEA members will be delegates to the national political conventions.

Page 16

CSEA and AFSCME help the children of CSEA members pursue college educations.

CSEA Board reports on April meeting

Editor's Note: The Public Sector regularly publishes a summary of actions taken by CSEA's Board of Directors at the Board's official meetings. The summary is prepared by CSEA statewide Secretary Irene Carr for the information of union members.

The CSEA Board of Directors met on April 16. In official actions, the Board:

* Approved the placing of the County Clerk's Unit and Department of Drug and Alcohol Addiction Unit of Nassau County Local 830 in Administratorship due to the layoff of the unit officers;

* Approved tentative agreement between CSEA and its Headquarters Staff Union;

* Authorized Rochester Psychiatric Center Local 420 to sign a five-year agreement with Rochester Psychiatric Center for Local office space;

* Authorized Ulster County Local 856 to sign an extension of its current lease agreement for office space;

* Approved an increase in the maximum mileage allowance for members on union business to 28 cents per mile effective July 1, 1992;

* Approved funding for replacement of the Region VI office roof;

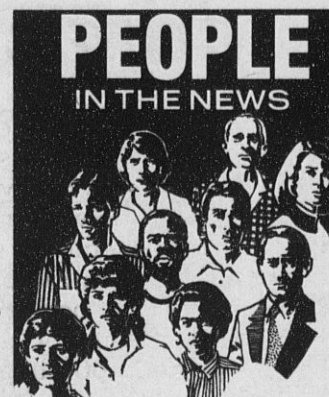
* Approved increasing the "building space" budget category by \$90,000 to cover office rental expenses for Region I for the remainder of this year due to delays in constructing a new office;

* Approved the budget transfer of \$150,000 from Contract

Administration to the Organizing Department;

* Approved the Sheraton Hotel in New York City as the site of the 1993 State Workshop;

* Approved the appointment of the following people to the CSEA Region III Political Action Committee: Norma Condon, chair; Mary Jane MacNair, Dave Lawson, Clarence Besio, Manfred Hall, Marrio Perri, Barbara Ritshie, Robert Rosado, Jack Shaw, Henry Walters, Steve Bardin, Kit Amodio, Tim Ippolito, Rose Marcinkowski, Christine Mumma, Pat Nealon, Jeff Howarth, Steve Kass, Caroline Osinga, Nick Puzzifierri, Bob Brewster, Joe Botens, Debra DeCicco, Constance Falcone, Madeleine Gallagher, Lorraine Hodes, Ed Carafa, Bill Hughes, Marie Lewis and Vic Coster.



Questions concerning this summary of actions taken by CSEA's Board of Directors should be directed to CSEA statewide Secretary Irene Carr, CSEA Headquarters, 143 Washington Avenue, Albany, NY 12210, 1-800-342-4146 or 518-434-1091.

Deadline for AFSCME's annual Jerry Clark scholarship is July 1

Applications are available for AFSCME's Jerry Clark Memorial Scholarship, to be awarded to the child of an AFSCME member.

The scholarship will be awarded to one student majoring in political science for his or her junior and senior years of study. The scholarship winner will receive \$10,000 a year for the junior and senior years and will be applicable to whatever university or college the student chooses.

The winner will have an opportunity to intern at AFSCME International Union headquarters in the Political Action department during the summer between his or her junior and senior year or for one semester during those years.

The criteria for selection are:
✓ the student must be the child of an AFSCME member;
✓ the student must have a grade point average of 3.0 or above; and
✓ the student must be a political science major.

All students who apply by the July 1

deadline and who meet the minimum requirements will be eligible for the scholarship. The name of each qualifying student will be placed in a blank, sealed envelope and placed in a box. The winner will be selected by lottery at a specially called meeting of the AFSCME Scholarship Committee on or before July 15.

The deadline for applying for the scholarship is July 1. The winner will be announced by Aug. 1.

Scholarship information and applications are available by writing:

**AFSCME Education Department
c/o Jerry Clark Memorial Scholarship
1625 L Street NW
Washington, DC 20036**

Contributions to the scholarship fund are welcome and should be made out to the Jerry Clark Memorial Scholarship Fund and sent to AFSCME International headquarters at the above address.

Deadlines set for proposed by-laws, resolutions changes for '92 delegates meeting

Proposed amendments to the CSEA Constitution and By-Laws must be submitted at least 90 days prior to the Annual Delegates Meeting. The deadline for submissions is June 24, 1992.

Proposed resolutions must be submitted at least 60 days before the meeting. The deadline for submissions is July 24, 1992.

The proposals must be submitted to statewide Secretary Irene Carr's office at CSEA Headquarters, 143 Washington Ave., Albany, NY 12210.

The 1992 Annual Delegates' Meeting will be Sept. 21 to 25 in New York City.

SUMMER COMES TO THE CATSKILLS

*Loads of people,
lots of problems*

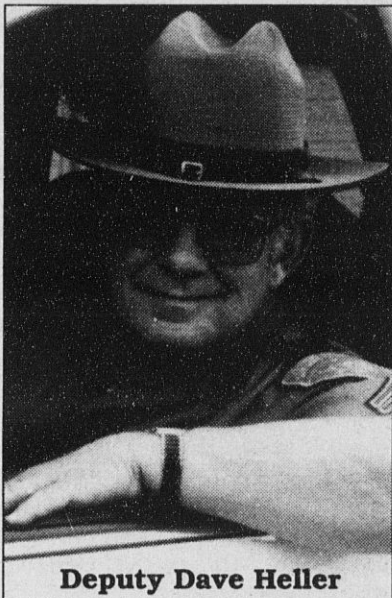
By Anita Manley
CSEA Communications Associate

Traffic, traffic, traffic, etc.

MONTICELLO - Ah - summer in the Catskills - blue skies, crystal clear lakes, manicured golf courses and the jingle of cash registers as Sullivan County wakes up from its long winter's nap.

For CSEA members who work in the "summer playground of New York State." June marks the beginning of the tourist season when the population of the county swells from 62,000 to about 500,000.

Sullivan County Sheriff's Deputy Dave Heller says you only have to look at traffic on Route 17, the main route from metropolitan New York City into the Sullivan County Catskills, to know it is summer.



Deputy Dave Heller

"Our biggest problem in the summertime is handling traffic and moving people around the county safely and accident free," said Heller, president of the CSEA Sullivan County Sheriff's Patrol Unit.

An increased crime rate is also a concern in the summer due in part to itinerant workers who come to the county for jobs," he said.

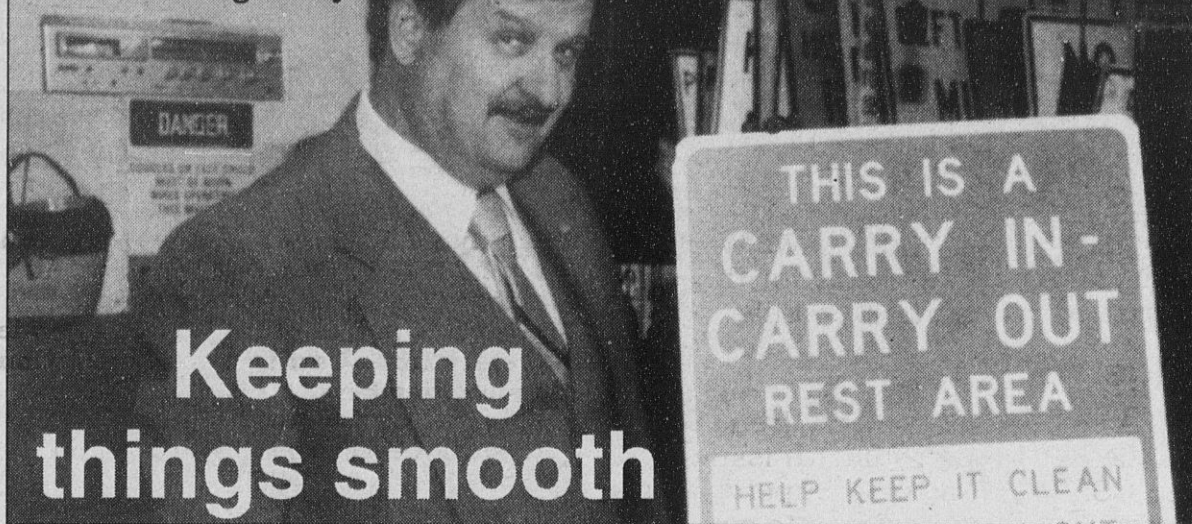
"The area is somewhat depressed," Heller said "and there's a rollback of spending even in the resort business."

Undersheriff Dan Hogue said the sheriff's patrol is made up of 28 road deputies and four detectives that cover three shifts. Summer help is not an option with the Sheriff's Department because of insurance costs.

The department works with the state police and local police departments in the various towns. A special Sheriff's Deputy Unit is assigned in the summer to work with the U.S. Park Service to cover the Delaware River area where campers and vacationers keep the area busy. In addition to the many hotels in the area, the county also boasts numerous second homes and bungalow colonies.

A navigation unit patrols the many lakes in the county. Heller said a number of arrests are usually made throughout the summer for boaters who operate while intoxicated and for water skiers who violate safety laws.

CSEA LOCAL 521
President George Kelly



Keeping things smooth

Keeping the roads smooth during tourist season falls on the shoulders of State Department of Transportation (DOT) workers.

State DOT Local 521 President George Kelley and his co-workers prepare for summer in the Catskills by painting crosswalks, cleaning traffic signal lenses, and painting road markings and paving the infamous Route 17, he said.

There are 18 DOT employees to cover 500 miles of roads in Kelley's department located just outside of downtown Monticello.

"We try to stay off Route 17 on Mondays and Fridays," Kelley said, referring to the busiest days when families are coming to or leaving the area.

"There are a lot of people who are buying summer homes and commute here on weekends," he said.

Kelley's boss, Larry Grover, said the downsizing of his staff has made it tougher to keep up with the work needed to prepare for the summer tourist influx.

"We try to get a majority of the road work done before the season starts," Grover said,

"but there has been a lack of manpower this year."

Tourists also bring an enormous increase in litter on the roads.

A lot of household trash is dumped in rest areas on the roads, Kelley said.

"Taxpayers don't realize the amount of tax money it takes to clean these areas," he said. "We spend two days a week picking up trash, and that will increase to three days. It slows down the rest of the projects."

This year the crew will work on other projects, including replacing more than 230 signs knocked down this winter and replacing at least five miles of guardrails.

Heavy traffic means DOT crews need more flag people on the roads.

"We've had some close calls," Kelley said. "You have to be alert, always on the defensive. You can't relax."

One of Kelley's pet peeves is the tourists who stop in the middle of a road to ask a DOT worker for directions.

"One couple stopped on an exit ramp to ask directions," he said. "They were told to move and they wouldn't. It was hairy."

Economy changing towns like Fallsburg

FALLSBURG -- Town of Fallsburg employees say their offices "explode" in summer.

"This office becomes inundated," Deputy Court Clerk Myra Anderson said.

Small claims cases, traffic tickets and criminal cases all increase in summer, Anderson said.

Water usage increases substantially beginning in May, said CSEA Fallsburg Town Unit President Gene Benson, a utilities plant operator.

"We use seven wells in the winter and 19 in the summer," Benson said. "We've had one man on service calls all day today just turning on service."

Despite the summer tourist invasion, tough economic times have changed the face of small Catskill towns like Fallsburg.

Benson and Anderson remember the "grand old days" when the Sullivan County

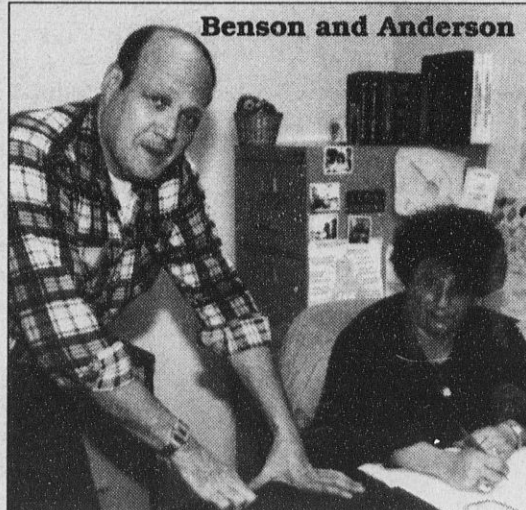
Catskills were known as the "Borscht Belt" of the northeast and Fallsburg and the other towns bustled. Boarded-up stores and hotels and bungalow colonies that have

fallen into disrepair are testament to the once-popular tourist community.

Anderson's grandfather had a rooming house in the mountains and Benson's family owned a bungalow colony. The modest family hotels are gone now, as are many of the tourists as summer vacations are now spent in faraway places.

The hope of these tiny towns lies in the future. Fallsburg has a library now, a new addition to the downtown. And second homes are slowly being built.

"I'd like to see this town wake up again," Anderson said.



Benson and Anderson

Women's health care lacks research, access



WOMEN'S HEALTH CARE NEEDS -- CSEA statewide Secretary Irene Carr, right, testifies on the need for access and research before the Governor's Interagency Workgroup on Women's Health. At left is CSEA Legislative and Political Action Assistant Maureen O'Connor.

ALBANY — Two health care concerns for women today are access and prevention. That's what CSEA Secretary Irene Carr told the Governor's Interagency Workgroup on Women's Health at a hearing.

"Unfortunately for women today, access to health care is predicated on being able to pay for health care," Carr said. "Two-thirds of part-time workers are women, usually not receiving health insurance and earning less than \$13,000 a year."

As they age, women face even more difficulty. They live longer, are more likely to live alone and often live in poverty, while medical costs can eat 25 percent or more of their income, Carr said.

"Ability to pay, employment status and health status should not be barriers to health insurance," she said.

Prevention of illness is another major concern.

"The national research agenda contains too little research into the issues of concern to women," Carr explained. "Without ongoing and adequate research into women's health matters, we cannot begin to teach our young what they desperately need to know."

CSEA successfully supported breast cancer awareness legislation in New York, Carr said. The landmark legislation authorized breast cancer detection and education programs to be conducted at the elementary school and high school level.

"We must continue on the track of incorporating a women's health agenda into policy planning, legislative, research, communications and the political process," she said.

"With increased access and prevention policies, New York state could begin to provide the kind of health care services women need."

CSEA's Western Region puts on public service photo display at career expo

By Ron Wofford

CSEA Communications Associate

BUFFALO — "CSEA Works in Western New York" was the theme of a CSEA exhibit at the annual state Department of Labor's Career and Education Expo.

The expo brings businesses, educators and employers together with young people making career decisions.

CSEA's Western Region prepared the exhibit, which contained 65 large photographs showing members at work delivering a wide range of public services.

"We think it is important that CSEA is

represented positively in any world-of-work setting such as this," CSEA Western Region President Robert L. Lattimer said. "Too often public employees and their unions are not given the respect they deserve."

Lattimer thanked the volunteers who staffed the CSEA display and answered questions about CSEA and public service.

Volunteers were: Kathy Berchou, Jim Bostaph, Tom Finger, Carol Kozlowski, Barry Kobrin, Terry Menkiena, Carole Orsolitis, Joe Rotterman, Sylvia Mayberry, Lena Fazio, Joan Smyntek, Viola Soles, Pam Cerccone and Nadine Truckshyn.

Sebast saves money, wins postal award

ALBANY — CSEA's Dave Sebast has a plaque on his wall from the US Postal Service that no other individual has.

The Post Office gives out awards for postal innovations, but they usually go to corporations.

Sebast is the first individual to win this honor. He is director of CSEA's printing operations and oversees the mailroom.

He earned that honor with what is now called the "invitation fold." Sebast devised the fold to allow CSEA to capitalize on postal discounts for self-mailed items. These are usually one piece of paper, folded and labeled for mailing. To be eligible for the discounts, a piece of mail must have sealed edges at the top and bottom.

"I just wanted to find a way to get those discounts," Sebast said. "This fold seals the mailer, labels it and makes it kind of personal, too. That's where they get the name."

Until the invitation fold, most self-mailers were simply folded in thirds and stapled, which left one edge unsealed. Sebast thought of a tri-fold that is off-center, with the mailing label sealing the open edge in the middle of the envelope. That means both edges are sealed, and the mail is

eligible for discounts.

It also means Sebast has saved CSEA thousands of dollars in mailing costs.

Now that the Post Office has recognized the invitation fold, it will be published in a directory of accepted formats.



INNOVATIVE -- CSEA's Dave Sebast, seated center, was honored by the U.S. Postal Service for his innovative new mailing idea. With him are CSEA President Joe McDermott, seated left, and J.T. Wecker of the Postal Service, seated right. Standing from left are: Brian Farrell, Duane Belfrance and Barry Brennan of the Postal Service, CSEA Executive Vice President Danny Donohue and Jim Thero of the Postal Service.

THE BUYER'S EDGE

The CSEA member benefit that saves you money on major products

CSEA, in conjunction with **The Buyer's Edge**, a consumer buying service, is offering CSEA members a new way to save money on the purchase of major consumer products.

The Buyer's Edge is a consumer buying service that negotiates extra discounts and lowest price guarantees on many big ticket products that would not otherwise be available to individual buyers.

How To Use The Buyer's Edge Program

Shop around. Determine the exact make, model and style number of the item you want. Then simply call the appropriate toll-free number listed below and ask the participating Buyer's Edge vendor for their guaranteed lowest price. Then, using a credit card or check, and from the comfort of your home, buy by phone from the participating vendor.

Be prepared to give the CSEA group number whenever you contact a participating vendor. THE CSEA BUYER'S EDGE GROUP NUMBER IS 1811.

Lowest Price Guarantee

If you buy a product for \$150 or more through a Buyer's Edge vendor, and within 30 days (and within 50 miles if you buy in person at the vendor's store) you find the same item for less at a

factory-authorized dealer, the Buyer's Edge requires that the participating vendor mail you the difference, plus 20 percent of that difference. This guarantee even covers advertised sales, discount houses and other buying plans. (Silver and gold items, services, merchandise offered with limits on availability or quantity, dealer-installed options and prices after manufacturers' cut-off dates for model years on new cars are not covered by this guarantee.)

Member Protection Service That Works For You

If you ever receive less than superior treatment with regard to price, delivery or service, immediately speak to the management of the participating vendor. If you don't get satisfactory results, write to:

**The Buyer's Edge
1429 Route 22 East
Mountainside, NY 07092**

Important Reminder: When comparison shopping, always be sure you are comparing exactly the same model number, accessories, service arrangements and warranties, and that the quoted price is the complete price, including delivery and taxes. And always be prepared to give the CSEA group number whenever you contact a participating vendor. **THE CSEA BUYER'S EDGE GROUP NUMBER IS 1811.**

THE BUYER'S EDGE---THE BUYER'S EDGE---THE BUYER'S EDGE---THE BUYER'S EDGE

MAJOR APPLIANCES: Air conditioners, refrigerators, dehumidifiers, freezers, washers, dryers, ranges, dishwashers, disposal units, microwaves and vacuum cleaners.

TV & VIDEO EQUIPMENT: All types of color televisions including big screen, video recorders and video cameras.

*Shop in person plans also available.

AUDIO EQUIPMENT: Receivers, turntables, tape decks, speakers, amplifiers, systems, consoles and compact disc players.

CARPETING & RUGS: Select most any style or color, wall-to-wall broadloom or any size area rugs. Complete local installation available for home or commercial use. 25 sq. yd. minimum.

CHINA, CRYSTAL, SILVER, PORCELAIN FIGURINES: Bridal Registry available.

DIAMONDS, FINE JEWELRY, WATCHES

EXERCISE EQUIPMENT: Rowers, universal stationary exercise bikes, treadmills, ski machines, free weights and Physicians Scales.

FURNITURE: Authorized dealer for over 300 furniture manufacturers. In business since 1940.

LIGHTING: Lamps, chandeliers, and sconces, most major quality brands.

LUGGAGE: Travel, briefcases, portfolios, attache cases, travel accessories.

PERSONAL COMPUTERS: Computers, terminals, monitors, add-on boards, printers, modems, disc drives. Some computer products may be refurbished. Ask for details.

PIANOS & ORGANS: Choose from almost all major brands for home, church or school. (Ask for Otto or Liz)

SEWING MACHINES: Singer and other brands.

TYPEWRITERS

TRAVEL: Discount on any advertised trip, package, tour charter or cruise - plus FREE trip life insurance on air travel.

CAR PLAN:

1. SHOP - decide make, model, and options
2. CALL - for referral to local cooperating dealer
3. DEALERSHIP SAVINGS - ask for The Buyer's Edge price documentation book. Compute your price.

If book not available, call Car Plan.

Computer printout - Price information mailed to you for nominal charge.

Used Cars - Late models only (5 years or less) 12 month/12,000 mile warranty.

VACUUM CLEANERS

FURS: Buy quality furs directly from manufacturers. Call for appointment.

KITCHEN CABINETS/COUNTER TOPS: Call for referral.

MOVING PLAN: Professional services, household goods/autos (distances over 40 miles or interstate). Free in-home estimate. Call 4 weeks prior to moving date.

REAL ESTATE PLAN: Call referral service before contacting broker.

Ask about specific savings on purchase or sale of home or land.

Rochester area* - 716-427-8360

Buffalo NY area* - 716-668-5358

All other areas - 1-800-377-3700

1-800-543-0911

Downstate- 718-720-3792

1-800-526-5389

1-800-543-8235

1-800-635-9136

1-800-541-9905

1-800-631-0286

1-800-631-0286

1-800-543-8237

1-800-345-6265

1-800-526-6825

1-800-635-0755

1-800-543-7406

1-800-634-8538

1-800-543-8381

1-800-377-3700

212-947-9140

1-800-327-3599

1-800-356-7771

1-800-232-6766



YOUR UNION, WORKING FOR YOU!

Keep up with Current Issues:

Call 1-800-342-4146 and hit 5 on your touch-tone phone for the latest information

State sets first safety standards for TB

CSEA is applauding the state Labor Department for setting new safety and health standards protecting many public employees from the dangers of tuberculosis.

The first in the nation, the standards address many of CSEA's concerns about the risk its members face from the disease. But CSEA is also concerned that the standards do not specifically cover all public employees who may be at risk. And the effectiveness of the standards will depend on how well employers follow them.

"Infectious disease is a very real on-the-job threat for many public employees, and these new standards for tuberculosis are a major step forward in addressing that problem," CSEA President Joe McDermott said.

The standards complement similar safety and health standards for bloodborne disease that were recently adopted, he said. CSEA and its international union, AFSCME, played a key role in the establishment of those standards.

The risk of contracting tuberculosis on the job is greater than the risk of contracting a blood-borne disease. Tuberculosis, an airborne disease, can be transmitted through prolonged contact with an infected individual in a confined area.

Tuberculosis is curable once it has been detected. A positive TB test exposure does not mean an individual will contract the disease, but it is a warning that he or she could. About 90 percent of people exposed never develop the disease.

New York has the highest incidence of TB in the nation with about 14 percent of all reported cases.

A TB crisis developed last fall when several inmates and a corrections officer from Auburn Correctional Facility died after contracting a drug-resistant strain of TB. The inmates carried TB to Upstate Medical Center in Syracuse, leading to an outbreak there. More inmate deaths were confirmed at Queensboro State Correctional Facility.

The Department of Corrections tested 90,000 inmates and staff, with 23 percent of the prison population and 6 percent of

corrections staff statewide testing positive.

The new standards require that all public employees who work in a variety of sites (see story below) receive regular TB testing.

However, CSEA believes that many members in a variety of other positions are also at high risk. The union is emphasizing ongoing TB education for all public employees.

CSEA is sponsoring a series of programs on infectious disease for county employees and has been conducting numerous programs for union members across the state.



DOH standards, CSEA booklet to fight tuberculosis

The new Public Employee Safety and Health (PESH) standards to protect employees from exposure to TB apply to workers in the following settings:

- * health care facilities;
- * correctional institutions;
- * homeless shelters;
- * long-term care facilities;
- * drug treatment centers; and
- * agencies/departments which have a TB policy, therefore recognizing a hazard.

The standards require all employees in these settings to receive regular testing for tuberculosis. Employees with frequent clinical exposure to patients with TB or who are deemed to be at high risk of exposure will be tested every six months. All other employees in these facilities will be tested annually.

The standard also requires education and training efforts; isolation and other protective measures for dealing with infected patients; and removal from the workplace of infected employees.

CSEA's new publication, "The New Face of Tuberculosis," provides important information about what TB is and the risk it poses for many public employees. To receive a copy, write to the CSEA Occupational Safety and Health Department, 143 Washington Avenue, Albany, New York 12210.

CSEA tuberculosis training starts

BROOKLYN — "Every day the ticking time bomb of New York City's tuberculosis epidemic receives more media attention, but neither the city, state or federal government is doing enough about it," CSEA Metropolitan Region President George Boncoraglio said at the union's first tuberculosis awareness program.

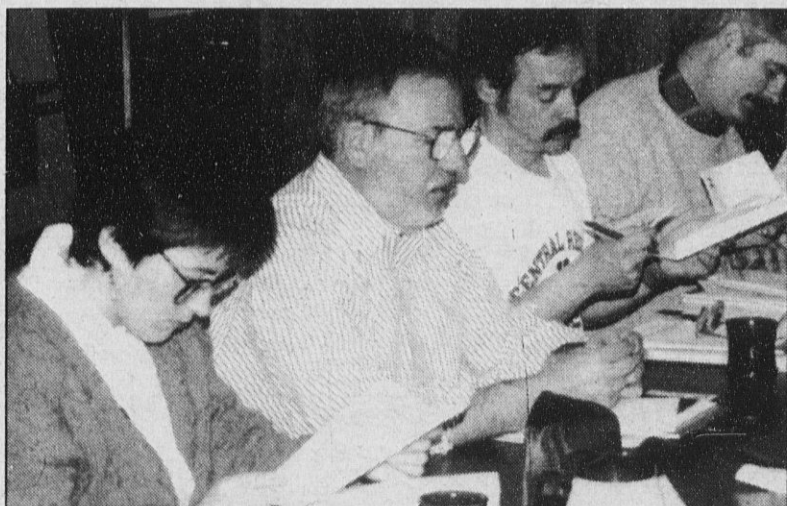
New York City has more than 3,500 active TB cases, according to the Centers for Disease Control. State Health Department officials say the actual figure may be 20 to 40 percent higher because of underreporting.

More state and federal money is needed for additional quarantined space for TB patients.

"It is critical that those infected with active TB be identified and closely followed for the full course of their treatment," said Janet Foley of CSEA's Occupational Safety and Health Department.

People who test positive for TB need to be checked for active TB and are often given preventative drugs for up to a year. TB is an airborne disease which can be contracted by contact with an infected person (see story above).

CSEA members who believe they have contracted TB at work should file workers' compensation claims promptly.



TRAINING THE TRAINERS in Central Region, CSEA activists learn how to help others set up local and unit safety and health committees. From left are CSEA OSH Specialist Wendy Hord, Central Region President Jim Moore and Central Region Safety and Health Committee Chair Len Foster.

Central Region activists are trained to help set up safety and health committees

OLD FORGE — CSEA activists in the Central Region learned how to help others set up safety and health committees in a recent workshop.

More than 25 CSEA Central Region activists will be able to train others to establish effective safety and health committees.

Central Region President Jim Moore told the activists improving safety and health is a top priority since 1987 when he watched the body of a 19-year-old CSEA member pulled from beneath a 10-ton roller in Onondaga County.

The young man had never been trained to operate the roller, training that could have saved his life, Moore said.

The training, sponsored by CSEA, is an important step in improving safety and health conditions, Moore said. The region is establishing a network of activists able to set up local and unit safety and health committees.

Activists learned a variety of techniques to train others, including solving problems, creating agendas and creating successful presentations.

"This workshop was a tremendous push forward in our fight for workplace safety," Moore said. "It was so worthwhile to see our activists learn how they can make a difference in safety and health matters and dedicating themselves to stopping workplace tragedies."

CSEA remembers the dead, fights for safety for the living



PUTNAM COUNTY officials marked Workers Memorial Day with a ceremony led by CSEA Putnam County Local 840 President Steve Kass, second from left. With Kass is Putnam County Executive Robert Bondi, County Legislator Regina Morini and Acting Commissioner of Highways Harald Gray. They honored Ed Staples, a highway department employee killed when a car hit his truck as he drove to his worksite 15 years ago.

CSEA REMEMBERED union members who died on the job with a wreath at headquarters. Hanging the wreath are, from left: CSEA Executive Assistant to the President Michele Agnew; CSEA statewide Board of Directors Representative Joan Tobin; CSEA statewide Treasurer Mary Sullivan; and CSEA Capital Region President C. Allen Mead.



CSEA members are national convention delegates

ALBANY -- It's official: five people affiliated with CSEA will be at the Democratic National Convention as delegates or alternates supporting Arkansas Gov. Bill Clinton.

The NYS Democratic Committee has certified the results of the April primary.

The three CSEA delegates and two alternates are:

- ✓Leslie V. Eason, alternate from Congressional District (CD) 5;
- ✓Mary E. Sullivan, delegate from CD 23;
- ✓Francine A. Turner, alternate from CD 27;
- ✓Ann M. Gorman, delegate from CD 28;
- ✓Mary K. Saxon, delegate from CD 32;

Another CSEA member, Ann Castellana of CD 31, will attend as a delegate for former California Gov. Jerry Brown.

CSEA member Joseph Papillo of CD 8 will be a delegate for President George Bush at the

Republican National Convention.

The results of the Democratic Primary show that AFSCME, CSEA's international union, is politically effective in New York state.

AFSCME has 9 of 18 Clinton delegates representing labor; four of those are the CSEA members listed above.

Of 11 labor alternates, AFSCME has 10, including two from CSEA.

"We have worked hard for Bill Clinton and we will continue to do so," CSEA President Joe McDermott. "As president of this country, he will make a difference for the working people of America."

Fighting the balanced budget amendment

The move in Congress to pass a balanced federal budget amendment is a dangerous one, and CSEA/AFSCME is determined to fight it.

CSEA President Joe McDermott is urging CSEA members to write to their Congressional representatives to oppose the proposed amendment.

New York must, by law, balance its budget

each year, and CSEA members know the results: the state borrows money at high interest rates; local governments suffer; schools feel the pinch; public employees lose their jobs to layoffs; and services suffer.

CSEA /AFSCME doesn't want to see the federal government and the American people suffer the consequences of a balanced federal budget amendment.

CSEA family wins AFSCME scholarship

SYRACUSE — Alicia Swords, daughter of a CSEA Onondaga County Local 834 member, has joined an exclusive group: She is one of only 10 AFSCME Family Scholarship winners selected from hundreds of applicants nationwide.

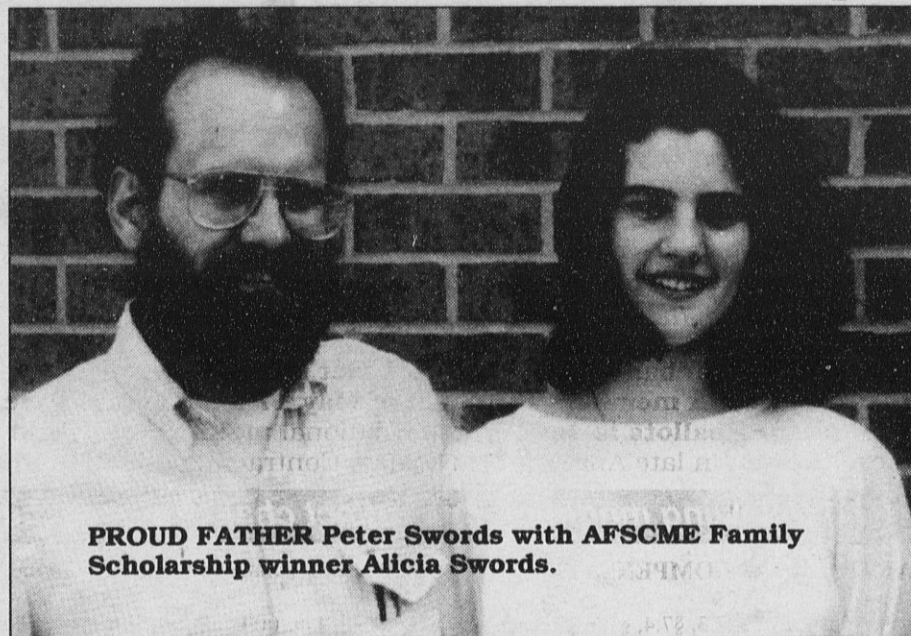
Swords, 18, is graduating from Nottingham High School. Her father is Local 834 member Peter E. Swords, a caseworker in child protective services of Onondaga County's Department of Social Services. He has worked for the county for nearly three years, and spends much of his work day helping families find the services they need.

Swords' desire to help people has evidently rubbed off on his daughter. When she attends Oberlin College in Ohio next fall, Alicia plans to follow her interest in peace studies and pursue a major in social science. In high school, she has established herself as a scholar and a "people person." She was class salutatorian and a youth diplomat to the USSR, which gave her a chance to visit the former Soviet Union and make lasting friendships half a world away.

In the essay she wrote to apply for the scholarship, titled "What AFSCME has meant to our family," Swords expanded on her desire to help others and explained how the ideals of the union inspire her to work toward change.

"AFSCME is not an indifferent union, but one of people who care for others. AFSCME gives my family a mission by connecting us with others who work for the common good," she wrote. "I hope that AFSCME may continue helping my family by helping me through college. There ... I will search for methods to make positive connections to solve problems so that I may carry on AFSCME's ideals in work not for greed or power but for the betterment of all human beings."

Now that she has won the scholarship, which gives her \$2,000 a



PROUD FATHER Peter Swords with AFSCME Family Scholarship winner Alicia Swords.

year for four years, Swords said she is very thankful.

"I think it's really important that people who are exposed to the needs of others can get to college to learn how to respond to those needs to be able to help," she said. "This scholarship will help our family to afford college."

CSEA Central Region President Jim Moore said he was proud Alicia was chosen from all the applicants and wished her luck. He urged other CSEA members to take a cue from Alicia's father and make sure they take advantage of all the scholarship opportunities CSEA and AFSCME offer.

Flaumenbaum scholarship winners announced

CSEA has awarded Irving Flaumenbaum Memorial Scholarships to 18 high school seniors, all children of CSEA members.

Three \$500 scholarships are presented in each CSEA region. The awards are made based on academic performance, class rank, test scores, school and extracurricular activities, and the CSEA member's salary is taken into consideration.

The 1992 winners are:

Long Island Region

Stacey M. Cuzzo of Coram, daughter of Maureen Cuzzo, a staff assistant at Longwood High School and member of CSEA Local 870

Denise Macksel of Riverhead, daughter of Elizabeth Macksel, a teacher aide at Riverside School District, and Frank Macksel, a bus driver at Riverside, both members of CSEA Local 870

Brian F. Gredder of Baldwin, son of Darleen F. Gredder, a stenographer at Nassau BOCES Career Development and member of CSEA Local 830

Metropolitan Region

Jennifer Tishman of Staten Island, daughter of Maxine Tishman, assistant claims examiner for the Workers Compensation Board and member of CSEA Local 010

Ezra Lowe of Brooklyn, son of Marvo Lowe, a secretary at SUNY Health and Science Center and a member of CSEA Local 646

Meghna Doshi of Flushing, daughter of Hema Doshi, a senior audit clerk with the state Insurance Fund and a member of CSEA Local 351

Southern Region

Brandie VanLeuvan of Middletown, daughter of Judith VanLeuvan, an account

clerk typist at Minisink Valley Central School and member of CSEA Local 836

David Monteleone of New Rochelle, son of Patricia Monteleone, a secretary at Lincoln Elementary School and a member of CSEA Local 860

Kathryn Ehmann of Somers, daughter of Joan Diane Ehmann, a computer aide at North Salem Central Schools and a member of Local 860

Capital Region

Damon A. Vagianelis of Albany, son of Darlene Vagianelis, a calculations clerk with the Division of Agriculture and Markets and a member of Local 650

Vanessa Walton of Ballston Lake, daughter of Mary Walton, a bus driver at Shenendahowa Transportation and a member of Local 864

Michael Sheehan of Stillwater, son of Mary Elizabeth Sheehan, a monitor at Stillwater Elementary School and a member of Local 864

Central Region

Brandon M. Remick of Rome, son of

Ethel Remick, a secretary at Rome City School District and member of Local 869

Jason A. Moore of Rome, son of Patricia Moore, a typist with the Rome City School District and member of Local 869

Amy Maxson of Adams Center, daughter of Jacqueline Ladue, a teacher aide at South Jefferson School and member of Local 823

Western Region

Maryann Stopha of Bolivar, daughter of Jeanne Stopha, a bus driver in the Bolivar School District and a member of Local 802

Michael J. Szwejbka of Fredonia, son of Kathleen Szwejbka, a food service worker in Fredonia Central Schools and a member of Local 807

Rebecca Anne Bullock of Geneva, daughter of Bonita Bullock, an aide in West Street School and a member of Local 835.

The CSEA Special Memorial Scholarship Committee members are: Diane Lucchesi, chair; Willie Allen; Nevada Solano; E. "Sam" Rockefeller; Helen Fishedick; Sandra Delia; and Tom Finger.

Jardine, Travelers award scholarships

Jardine Group Services and Travelers Insurance Co. have awarded scholarships to the children of two CSEA members.

The two companies have made a commitment to provide \$50,000 in scholarships over 10 years. Each award is for \$2,500.

The Jardine Group Services Award is made in memory of longtime CSEA activist Charles Foster, who was the first business officer of the SUNY system. The scholarship is awarded to a graduating senior entering the SUNY system.

The 1992 winner is **Amy L. Secor** of Middleport, daughter of Pamela Culp, a principal account clerk with the Niagara County Department of Public Works and a member of Local 832.

The Travelers award is given in memory of Joseph D. Lochner, CSEA's first employee and former executive director who spent more than 40 years with CSEA.

The 1992 winner is **Jennifer Lohne** of Wantagh, the daughter of Robert Lohne, a printer at Nassau County Community College and a member of Local 830.

THE 1991-95 CSEA-NYS CONTRACTS

ADDITIONS, DELETIONS FROM 1988-91 AGREEMENTS

As this edition of *The Public Sector* went to press, CSEA state employee members were voting on ratification of a tentative CSEA/NYS four-year contract retroactive from April 1, 1991, to April 1, 1995.

Ratification ballots and contract fact sheets were mailed to eligible CSEA members the week of May 17 and the deadline for returning ballots is June 5. Informational meetings were held in each region in late April and early May. Contract highlights were

also published in the May edition of *The Public Sector*.

The following modifications reflect additions to and deletions from the 1988-91 collective bargaining agreements for the 1991-95 tentative agreements. Date changes and renumbering may not be fully reflected. The contracts cover more than 100,000 state employees represented by CSEA in the Administrative Services, Institutional Services, Operational Services and Division of Military and Naval Affairs bargaining units.

The following modifications reflect changes from the 1988-91 agreements for the 1991-95 tentative contracts

ARTICLE 7 — COMPENSATION

Delete §7.1, §7.2, §7.3, §7.4, §7.5, §7.6, §7.7, §7.13 and replace with the following (sections will be renumbered):

Payment Above the Job Rate for Fiscal Year 1991-92

(a) Employees who, on their anniversary date, complete five (5) years of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary equal to or higher than the job rate, or maximum, of their salary grade, but below the first longevity step and whose most recent performance rating was "satisfactory" or its equivalent, shall move to the first longevity step, or shall have their basic annual salary increased by \$750 or as much of that amount as will not result in a new basic annual salary exceeding the second longevity step in effect on April 1, 1991.

(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) Movement to longevity steps 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.

Please Note

LONGEVITY LANGUAGE FOR THE REMAINING THREE YEARS WILL BE THE SAME WITH THE EXCEPTION OF DATES

Salary Increases for Fiscal Year 1993-94

Effective on April 1, 1993 the basic annual salary of employees in full-time employment status on March 31, 1993 shall be increased by four (4) percent and the salary schedule in effect on March 31, 1993 shall be amended by increasing the hiring rate and the job rate of each grade by four (4) 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 job rate prior to the increase in the schedule shall receive a salary equal to the new job rate.

Lump Sum Payment for Fiscal Year 1993-94

Each employee who was in full-time employment status on January 28, 1993 (for employees on the Administrative payroll) or February 4, 1993 (for employees on the Institutional payroll), and on April 1, 1993 shall, in December, 1993, receive a lump sum payment equal to the amount he or she would have received had the April 1, 1993 general salary increase been effective four bi-weekly payroll periods earlier. Employees who are otherwise eligible for such payment but who were not on the payroll for the entire period between January 28 or February 4, and April 1 shall receive a pro rata payment based on the percentage of such time they were on the payroll.

Salary Increases for Fiscal Year 1994-95

(a) Effective on April 1, 1994 the basic annual salary of employees in full-time employment status on March 31, 1994 shall be increased by four (4) percent and the salary schedule in effect on March 31, 1994 shall be amended by increasing the hiring rate and the job rate of each grade by four (4) 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 job rate prior to the increase in the schedule shall receive a salary equal to the new job rate.

(b) Effective on October 1, 1994 the basic annual salary of each employee who was in full-time employment status on March 31, 1994 shall be increased by one and one-fourth (1.25) percent of that employee's March 31, 1994 salary. The salary schedule in effect on September 30, 1994 shall be amended by increasing the hiring rate and the job rate of each grade by an amount equal to one and one-fourth (1.25) percent of the hiring rate and job rate of the salary schedule in effect on March 31, 1994, 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 job rate prior to the increase in the schedule shall receive a salary equal to the new job rate. Employees hired between April 1, 1994 and October 1, 1994, whose salaries would fall below the hiring rate of their grade after the October 1, 1994 increase in the salary schedule, shall have their salaries increased to the new hiring rate. Employees promoted between March 31, 1994 and October 1, 1994, who are otherwise eligible for a salary increase on October 1, 1994, shall receive such increase paid at the rate such increase would have been paid had the promotion occurred prior to April 1, 1994, except that such employee's salary shall not exceed the October 1, 1994 job rate as a result of such computation.

Lump Sum Payment for Fiscal Year 1994-95

Each employee who was in full-time employment status on January 27, 1994 (for employees on the Administrative payroll) or February 3, 1994 (for employees on the Institutional payroll), and on April 1, 1994, shall receive a lump sum payment in September, 1994 equal to the amount he or she would have received had the April 1, 1994 general salary increase been effective four bi-weekly payroll periods earlier. Employees who are otherwise eligible for such payment but who were not on the payroll for the entire period between January 27 or February 3 and April 1 shall receive a pro rata payment based on the percentage of such time they were on the payroll.

Movement from Hiring Rate to Job Rate

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

For the purpose of determining the date upon which the year

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

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

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

(d) Employees who were eligible to receive an increment advance during the 1991-92 fiscal year shall have such advance added to their basic annual salary effective April 1, 1992. In addition, each such employee shall receive a lump sum payment equal to the cash value that would have resulted if such increment advance had been added to the employee's basic annual salary on the employee's anniversary date in 1991-92, in the amount of one-fifth of the range between the hiring rate and the job rate.

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 1, 1991 shall be \$701, and such rate shall be increased by the percentage increases in basic annual salary provided by Sections 7.3 and 7.6 (a) and (b) above. The amount of the downstate adjustment shall be:

Effective April 1, 1991 - \$701
Effective April 1, 1992 - \$701
Effective April 1, 1993 - \$729
Effective April 1, 1994 - \$759
Effective October 1, 1994 - \$768

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.

Lag Payroll

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

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 782 of the Laws of 1991. Employees newly added to the payroll shall have five days of salary deferred pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 782 of the Laws of 1991.

(Continued on next page)

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 8—TRAVEL/RELOCATION EXPENSE REIMBURSEMENT

Delete §8.2(a) and replace with:

Effective on the date of execution of this Agreement, the State agrees to provide, subject to rules and regulations of the Comptroller, a maximum mileage allowance rate per mile equal to the maximum mileage allowance provided by the Federal Government to its employees for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. Effective April 1, 1994, 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 §9.2 (e)-(i) and replace with:

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

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

(g) Charges for outpatient services covered by the hospital contract, including emergency room services, will be subject to a \$15 copayment per outpatient visit, for such service received on or after July 1, 1991. The copayment for covered services for the treatment of alcohol/substance abuse will be \$5. The \$15 hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting or for the following covered chronic care outpatient services; chemotherapy, radiation therapy, physical therapy or hemodialysis.

(h) The Empire Plan shall also include major 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.

(i) The Empire Plan participating provider schedule of allowances and the Major Medical Reasonable and Customary levels will be at least equal to those levels in effect on March 31, 1991.

(j) An annual evaluation and adjustment of Major Medical Reasonable and Customary charges will be performed according to the guidelines established by the Major Medical plan insurer.

(k) 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.

(l) The State agrees to continue to provide alternative Health Maintenance Organization coverage (HMO) and agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage under each participating HMO.

(m) Effective July 1, 1991, the dual eligibility deduction plan shall be discontinued.

Delete §9.3(a) and (b) and replace with:

(a) Effective January 1, 1992, the major medical component deductible shall be \$161 per enrollee, \$161 per covered spouse and \$161 for one or all dependent children.

(b) Effective January 1, 1992, the maximum enrollee coinsurance out-of-pocket expense under the major medical component shall be \$776 per individual or family in any one year. For employees earning \$18,494 or less in base salary on April 1, 1991, the \$776 maximum coinsurance out-of-pocket expenses shall be reduced to a maximum of \$500 in coinsurance per year, upon application to the Department of Civil Service for the reduction in copay, 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 services are excluded in determining the \$776/\$500 maximum coinsurance limit.

Delete §9.3 (i) and replace with:

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

(j) The Participating Provider Panel shall continue to include selected Durable Medical Equipment Providers who shall offer durable medical equipment at discounted prices.

(k) 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 for up to five years, 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.

Delete §9.4 and replace with:

9.4 The current Benefits Management Program, HealthCall, for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits.

Delete §9.12(a) and replace with:

§9.12

(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.

Delete §9.13 and replace with:

§9.13

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 1991-92: (as expended); 1992-93: \$575,000; 1993-94: \$575,000; and 1994-95: \$575,000.

(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 development and implementation of the Managed Mental Health and Substance Abuse Care 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 development and implementation of a Program for mammography screening.
- (6) The addition of ambulatory surgery centers to the Empire Plan.

(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) 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.

Delete §9.14 and §9.15

Delete §9.20 and replace with (as renumbered §9.18) Mental Health and Substance Abuse Benefits

§9.18 Mental Health and Substance Abuse Benefits

Effective January 1, 1992, or as soon as practical thereafter, the State will establish a revised program for managed care of psychiatric services, alcohol and other substance abuse treatment. The Joint Committee on Health Benefits will work with the State on the implementation of this initiative. This shall include review of the RFP, participation in the bidder conference, access and review of submitted proposals and recommendation of a vendor. The State reserves the right to make the final selection of the vendor after discussion with and consideration of CSEA's recommendation.

The Empire Plan shall 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. In addition to the in-network care, limited non-network care will be available.

Benefits shall be as follows:

IN-NETWORK BENEFIT

Mental Health Coverage

- Paid-in-full medically necessary hospitalization services and inpatient physician charges when provided by or arranged through the network;
- Outpatient care provided by or arranged through the network will be covered subject to a \$15 per visit copay;
- Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

Alcohol and Other Substance Abuse Coverage

- Paid in full medically necessary care for hospitalization or alcohol/substance abuse facilities when provided by or arranged through the network;
- Outpatient care provided by or arranged through the network will be subject to a \$5 per visit copay.

Benefit Maximums

- Annual and lifetime dollar maximums for covered expenses will be at the same level as the major medical annual and lifetime dollar maximums;

- Medically necessary inpatient alcohol and substance abuse treatment will be limited to three stays per lifetime. However, the managed care vendor will review on an individual, case by case basis the appropriateness of additional treatment and may approve coverage for such treatment if it can be demonstrated that significant improvement will occur.

(Continued on next page)

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 9--HEALTH INSURANCE (continued)

NON-NETWORK BENEFIT

Medically necessary care rendered outside of the network will be subject to the following provisions:

- 30 inpatient days and 30 outpatient visits maximum per year for mental health treatment
- Inpatient and outpatient reimbursement will be no greater than 50% of the in-network discounted fees;
- Inpatient deductible will be \$2,000 per year and the outpatient deductible will be \$500 per year;
- No out of pocket maximum;
- Maximum dollar limit for medically necessary care provided by non-network providers for covered expenses will be \$50,000 per calendar year and \$100,000 lifetime;
- Medically necessary inpatient alcohol and substance abuse treatment will be limited to one stay per year and three stays per lifetime. There will be a maximum of 30 outpatient visits approved per calendar year.

Expenses applied against the deductible and copay levels indicated above will not apply against any deductible or copay levels or maximums under the major medical component of the Plan.

Delete §9.22 and replace with (as renumbered §9.20):

§9.20

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 a program for managed medical care through the establishment of a panel of preferred hospital and medical care providers. 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.

ARTICLE 11 — WORKERS' COMPENSATION

Delete Article and replace with:

§11.1

(a) Effective on the date of execution of this Agreement, employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law, shall be eligible for a Workers' Compensation Benefit as modified in this Article. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

§11.2

(a) An employee who suffers a compensable occupational injury shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law except as modified in this Article.

(b) An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 11.1(b) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

(c) The State will make previously authorized payroll deductions for periods the employee is in pay status receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions during periods of leave without pay, such as those provided in 11.2(a) above.

§11.3

An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined that no waiting period is required, the employee shall be entitled to restoration of credits charged proportional to the net monetary award credited to New York State by the Workers' Compensation Board.

§11.4

When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 40 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 40 days.

§11.5

An employee receiving workers' compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability not to exceed twelve months per injury for the sole purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions normally made by the State, accrual of vacation and sick leave, and personal leave. Additionally, such employee shall be treated as though on payroll for the period of disability not to exceed twelve months per injury for the purposes of retirement credit and contributions normally made by the State and/or the employee.

§11.6

(a) Where an employee's workers' compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.

(b) If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half pay eligibility) shall be restored proportional to the net monetary award credited to New York State by the Workers' Compensation Board.

(c) If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits in Paragraph 11.5 for the period covered by the award not to exceed twelve months per injury.

(d) Where a claim for Workers' Compensation is controverted or contested by the State Insurance Fund, the parties will abide by the determination of the Workers' Compensation Board.

§11.7

(a) If the date of the disabling incident is prior to April 1, 1986, the benefits available shall be as provided in the 1982-85 State/CSEA Agreement.

(b) If the date of the disabling incident is on or after April 1, 1986 and prior to the date of execution of this Agreement, the benefits available shall be as provided in the 1988-91 State/CSEA Agreement.

(c) If the date of the disabling incident is on or after the date of execution of this Agreement, the benefits available shall be as provided herein.

§11.8

(a) Mandatory Alternate Duty

The parties agree to develop, as soon as possible, a mandatory

alternate duty policy for employees who request or are directed to return to work after suffering an occupational injury or disease. The mandatory alternate duty policy will allow management to recall an employee to duty and will allow an eligible employee to request to return to duty subject to the eligibility criteria in the policy. The basic tenets of the mandatory policy shall include but not be limited to the following:

(1) An employee's level of disability must be classified as 50 percent or less disabled by the State Insurance Fund.

(2) Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. Such satisfactory documentation must include a prognosis of a return to the full duties of the injured worker's original job within 45 calendar days from the date upon which the alternate duty assignment begins. Time limits, consistent with or similar to those contained in Article 10.19 of the Institutional Services Unit Agreement or as developed jointly by the parties, will be utilized for those situations when the State requires that an employee be medically examined. Medical documentation shall not be reviewable under Article 34 of the Agreement.

(3) Management shall have the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee not necessarily within their original job duties, title series, work schedule, work location or workweek.

(4) Mandatory alternate duty assignments shall be for a period up to 45 calendar days per injury. Such assignment may be extended at management's discretion not to exceed the term of the disability.

(5) When an employee's mandatory alternate duty assignment expires or is terminated, such employee shall either be returned to full duty status or returned to being covered by the provisions of the Workers' Compensation statute.

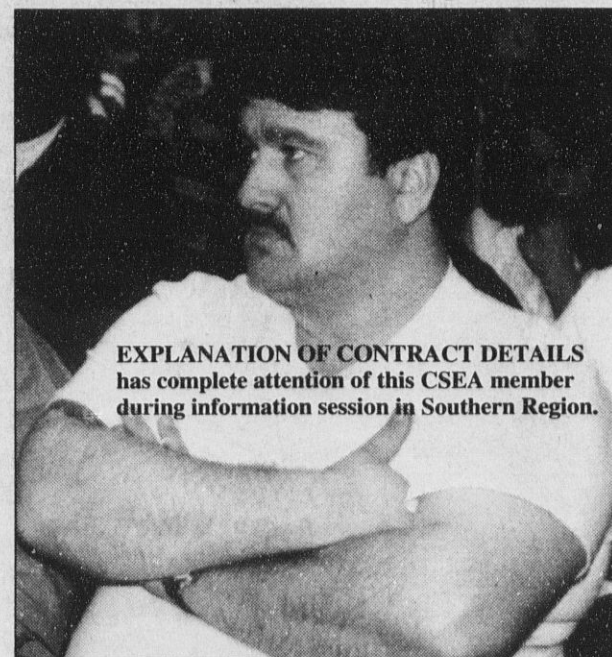
(6) If the above conditions are met and if management is not able to provide the eligible employee with such alternate duty assignment, that employee's compensation shall be adjusted to equal the employee's "100 percent disabled" statutory benefit for the period the employee qualified for an alternate duty assignment based on medical documentation, described in 11.8(a)(2) above, for up to 45 calendar days.

§11.9

(a) The State and CSEA shall establish a committee whose purpose shall include but not be limited to reviewing and making recommendations on the following: (1) the effects of the implementation and administration of the workers' compensation statutory benefit, including resulting savings and costs associated with it; (2) the implementation of the mandatory alternate duty program; (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on the job injury.

(b) With respect to the issue of costs or savings mentioned above the committee shall report its findings on or before October 1, 1994.

(Continued on next page)



EXPLANATION OF CONTRACT DETAILS has complete attention of this CSEA member during information session in Southern Region.

**THE 1991-95
CSEA-NYS CONTRACTS
ADDITIONS, DELETIONS
FROM 1988-91
AGREEMENTS**

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 13 - PAYROLL (ARTICLE 12-- DMNA)

Add as new §13.4 (§12.4 DMNA):

Less than full-time employees who work additional hours beyond their regular schedule in a pay period shall be paid for those additional hours worked by the close of the second bi-weekly pay period following the period during which the additional hours were worked.

ARTICLE 14—EMPLOYEE DEVELOPMENT AND TRAINING

Delete §14.2-§14.4 and replace with:

§14.2 Administrative Services Unit

(a) The State agrees to recommend the appropriation of funds by the Legislature in the following amounts for the purpose of providing education, developmental and training opportunities for employees in the Administrative Services Unit: 1991-92: (as expended); 1992-93: \$1,898,101; 1993-94: \$1,898,101; 1994-95: \$1,898,101.

(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.

§14.3 Clerical and Secretarial Employees Advancement

Of the amounts identified in 14.2(a) above, \$680,120 shall be available in each of the following years: 1992-93; 1993-94; 1994-95, to support educational, developmental and training programs approved under the Clerical and Secretarial Employees Advancement Program ("CSEAP").

§14.4 Joint CSEA/State Committee

(a) A joint CSEA/State Committee shall be established to coordinate training and development programs funded through Article 14 of this Agreement. Committee responsibilities shall include coordinating Article 14 programming to improve geographic and occupational accessibility, publicity, evaluation, and encouraging the use of non-State resources to meet program needs.

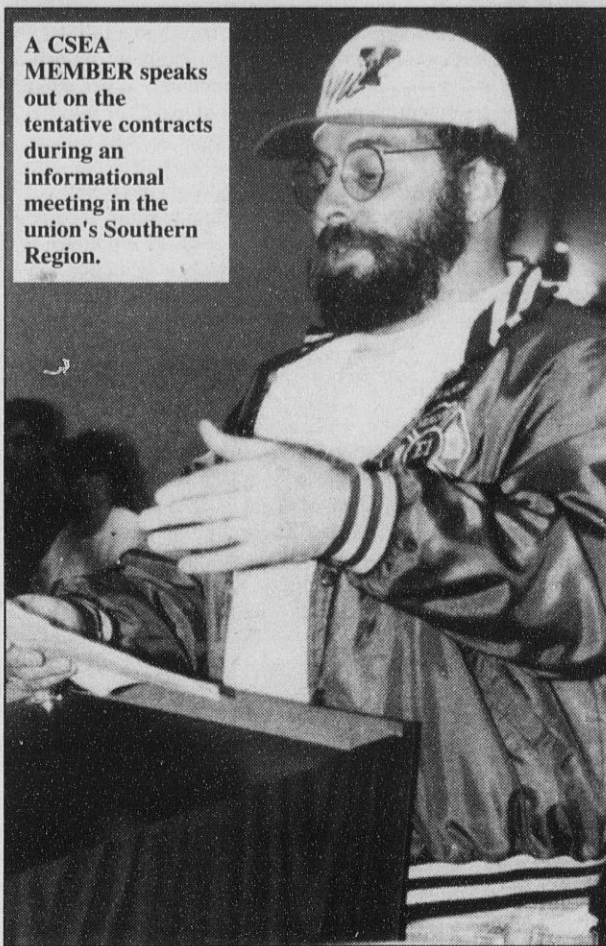
(b) The Committee shall consist of an equal number of designees from the Governor's Office of Employee Relations, and the Civil Service Employees' Association, Inc., respectively.

(c) Actions of the Committee cannot supersede any other provisions of Article 14, or of any other article of this Agreement, or any Memorandum of Understanding or agreement which further delineate the terms of any Article of this Agreement.

§14.2 Operational Services Unit

(a) The State agrees to recommend the appropriation of funds by the Legislature in the following amounts for the purpose of providing educational, developmental and training

A CSEA MEMBER speaks out on the tentative contracts during an informational meeting in the union's Southern Region.



opportunities for employees in the Operational Services Unit: 1991-92: (as expended); 1992-93: \$1,527,734; 1993-94: \$1,527,734; 1994-95: \$1,527,734.

(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.

§14.3 Apprenticeship

(a) Of the amounts identified in 14.2(a) above, \$643,840 shall be available in each of the following years: 1992-93; 1993-94; 1994-95, 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:

(l) 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 agencies journey level and occupational specific 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.

§14.4 Joint CSEA/State Committee

(a) A joint CSEA/State Committee shall be established to coordinate training and development programs funded through Article 14 of this Agreement. Committee responsibilities shall include coordinating Article 14 programming to improve geographic and occupational accessibility, publicity, evaluation, and encouraging the use of non-State resources to meet program needs.

(b) The Committee shall consist of an equal number of designees from the Governor's Office of Employee Relations, and the Civil Service Employees' Association, Inc., respectively

(c) Actions of the Committee cannot supersede any other provisions of Article 14, or of any other article of this Agreement, or any Memorandum of Understanding or agreement which further delineate the terms of any Article of this Agreement.

§14.2 Division of Military and Naval Affairs Unit

(a) The State agrees to recommend the appropriation of funds by the Legislature in the following amounts for the purpose of providing educational, developmental and training opportunities for employees in the Division of Military and Naval Affairs Unit: 1991-92: (as expended); 1992-93: \$35,472; 1993-94: \$35,472; 1994-95: \$35,472.

(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.

§14.3 Unit Specific Training

(a) Of the amounts identified in Section 14.2(a) above, \$11,360 shall be available in each of the following years: 1992-93; 1993-94; 1994-95, 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 be formed as soon as possible after the effective date of this Agreement, and 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.

§14.4 Joint CSEA/State Committee

(a) A joint CSEA/State Committee shall be established to coordinate training and development programs funded through Article 14 of this Agreement. Committee responsibilities shall include coordinating Article 14 programming to improve geographic and occupational accessibility, publicity, evaluation, and encouraging the use of non-State resources to meet program needs.

(b) The Committee shall consist of an equal number of designees from the Governor's Office of Employee Relations, and the Civil Service Employees' Association, Inc., respectively.

(Continued on next page)



TENTATIVE CONTRACTS have the undivided attention of these CSEA members at a contract information meeting in central New York.

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 14—EMPLOYEE DEVELOPMENT AND TRAINING (continued)

(c) Actions of the Committee cannot supersede any other provisions of Article 14, or of any other article of this Agreement, or any Memorandum of Understanding or agreement which further delineate the terms of any Article of this Agreement.

§14.2 Institutional Services Unit

(a) The State agrees to recommend the appropriation of funds by the Legislature in the following amounts for the purpose of providing educational, developmental and training opportunities for employees in the Institutional Services Unit: 1991-92: (as expended); 1992-93: \$2,538,693; 1993-94: \$2,538,693; 1994-95: \$2,538,693.

(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.

§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) Of the amounts identified in Section 14.2(a) above, during the term of this Agreement, \$178,640 shall be available in each of the following years: 1992-93; 1993-94; 1994-95, 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.

§14.4 Joint CSEA/State Committee

(a) A joint CSEA/State Committee shall be established to coordinate training and development programs funded through Article 14 of this Agreement. Committee responsibilities shall include coordinating Article 14 programming to improve geographic and occupational accessibility, publicity, evaluation, and encouraging the use of non-State resources to meeting program needs.

(b) The Committee shall consist of an equal number of designees from the Governor's Office of Employee Relations, and the Civil Service Employees' Association, Inc., respectively.

(c) Actions of the Committee cannot supersede any other provisions of Article 14, or of any other article of this Agreement, or any Memorandum of Understanding or agreement which further delineate the terms of any Article of this Agreement.

ARTICLE 15—SAFETY AND HEALTH

Delete §15.2(d) and replace with:

(d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount of: 1991-92: (as expended); 1992-93: \$450,000; 1993-94: \$450,000; and 1994-95: \$450,000 to

support Committee initiatives which shall include but not be limited to:

(1) Video Display Terminal Operations

continuing its efforts with respect to VDT operations and will make recommendations concerning employee protection and the use of VDTs which may be appropriate due to new developments in accepted scientific knowledge; the Committee shall continue to monitor the State's implementation of the VDT policy and will offer services as appropriate, to assist the State in reaching the policy implementation objectives. The Committee shall develop an electromagnetic hazard awareness training program;

(2) Personal Protective Equipment

continuing to monitor the State's implementation of the Personal Protective Equipment Policy and will offer its services to assist in such implementation as appropriate;

(3) Security in State Owned and Leased Buildings

working with appropriate State agencies to initiate evaluation of areas of concern with respect to security in State owned and leased buildings and make recommendations to the State to improve security as appropriate;

(4) Toxic Substance

(a) developing methods of assisting agencies in disseminating information with respect to toxic substances in accordance with current State regulations in order that employees are properly informed and trained;

(b) reviewing existing State procedures pertaining to work activities involving toxic substances, and making appropriate recommendations for policy improvements;

(c) reviewing existing State procedures pertaining to work activities involving pesticides, and making appropriate recommendations.

(5) Building Air Quality

working with appropriate State agencies to ensure that concerns regarding air quality in State owned and leased buildings are addressed. Such activity may include review of applicable building air quality standards and discussions of potential changes in workplace environment as appropriate;

(6) Addressing Unsafe Working Conditions

identifying instances where Committee initiative may assist in mitigating or eliminating unsafe conditions, assist in developing appropriate training designed to lessen the possibility of injury, or offer suggestions on personal protective equipment which could be utilized by employees to reduce or eliminate the possibility of injury or illness.

ARTICLE 17—PARKING

The last sentence of §17.3 will be modified to read:

Disputes arising from such negotiations shall be submitted to Last Offer Binding Arbitration through procedures that have been agreed to by the State and CSEA.

ARTICLE 18—REVIEW OF PERSONAL HISTORY FOLDER

Delete §18.4 (ASU); §18.4 (ISU); §18.4 and §18.5 (OSU); and §18.3 and §18.4 (DMNA) and replace with:

§18.4 Derogatory materials determined to be unsubstantiated or not factual by civil court action, grievance procedure determination at the level responsible for the maintenance of the personal history folder, or other formal hearing procedure, shall be removed from the personal history folder at such time as the employer is formally notified of such determination by the affected employee.

§18.5 With the exception of disciplinary actions, personal transactions and work performance ratings, any material in the personal history folder of an adverse nature over two years old shall, upon the employee's written request, be removed from the personal history folder. Any material may be removed from the employee's personal history folder upon mutual agreement of the employee and the official designated by the agency.

ARTICLE 21 — PRODUCTIVITY AND QUALITY OF WORKING LIFE COMMITTEE (ARTICLE 16 DMNA)

Delete §21.2 and replace with:

§21.2 The Committee shall:

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

(b) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of 1991-92: (as expended); 1992-93: \$1,200,000; 1993-94: \$1,200,000; 1994-95: \$1,200,000 to fund the operation and programs of the Committee.

ARTICLE 22—EMPLOYMENT SECURITY

Add as new section:

A joint State/CSEA Committee shall be established to examine the concept of increasing work force flexibility and mobility and alternate ways of deploying personnel for the following purposes:

1. as a way of improving employment security in the context of changing employment security needs;
2. as a way of accommodating the State's right to contract out for goods and services pursuant to Article 22.1, while also enhancing reasonable continued employment opportunities for affected employees.

The Committee shall explore, among other possibilities, changes in applicable laws, rules, regulations and/or collective bargaining agreement provisions which affect personnel deployment. Recommendations of this Committee shall be presented to the parties by April 1, 1993.

(Continued on next page)



CSEA MEMBERS had the opportunity to hear detailed explanations about the tentative contracts and to ask questions and discuss the agreements during a series of informational meetings CSEA conducted across the state. Members turned out in large numbers at the sessions.

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 25—NO DISCRIMINATION (ARTICLE 21 DMNA)

Delete §25.1 and §25.2 (§21.1 and §21.2 DMNA) and replace with:

§25.1 CSEA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, disability, marital status, political affiliation or sexual orientation.

§25.2 The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age, disability, marital status, political affiliation or the proper exercise by an employee of the rights guaranteed by the Public Employees Fair Employment Act, or discrimination based on sexual orientation.

ARTICLE 29 — CHILD CARE (ARTICLE 23 DMNA)

Delete Article 29 and replace with:

§29.1 In recognition of the of the mutual advantages in providing worksite child care, the State and CSEA agree to support the worksite child care center network. The State and CSEA are committed to ensure that all worksite child care available to State employees is provided in safe, high quality centers and agree that all such centers are and will continue to be required to meet standards for child care established by the Department of Social Services or the New York City Department of Health, as appropriate.

§29.2 The New York State Labor/Management Child Care Advisory Committee shall continue, and as deemed appropriate by the Committee, the state and CSEA shall support development of worksite child care centers and the development of other child care programs. In addition to the technical assistance and other existing functions of the Committee, the Committee shall examine the operations of the worksite child care centers and child care programs, but such examination shall not replace the monitoring responsibilities of the appropriate State and local agencies of jurisdiction.

§29.3 The Committee shall continue to address the needs of both pre-school and school-aged children, including after-school and summer programs. The Committee shall continue to encourage where appropriate evening shift programs at worksite child care centers to address child care needs for employees who work during the evening shift or who are assigned to work overtime. The Committee shall continue to participate in appropriate cooperative projects with other employers and lessors of State space to enhance the availability of child care for employees. Employees who work in leased space or at State worksites for which a worksite center is not feasible will continue to be a focus of this effort.

§29.4 The Committee shall continue to provide funds for start-up as appropriate, expansion of existing worksite child care centers as appropriate, and training, auditing and other initiatives and demonstration projects that support the development of child care programs for the benefit of employees and the State. The Committee grant program will continue to include support operating grants, renovation, and relocation grants, and other grant activity as appropriate, for the benefit of the child care centers. The primary purposes of the operating grants are to ensure the quality of the child care centers and to contribute to the general affordability of the centers.

§29.5 The Committee shall continue to fund the administration of the Flexible Benefit Spending Program (Dependent Care Advantage Account). This program will provide employees with the opportunity to increase their spendable income by paying for all or part of selected benefits such as child care, elder care, and dependent care with pre-tax dollars.

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

§29.7 In the interest of providing greater availability of child care services to CSEA represented employees and maximizing resources available, the Committee shall continue to support child care initiatives that provide alternatives to worksite centers. Specifically, building on experience with

demonstration projects which supported enhanced child care resource and referral, the Committee shall evaluate the continuance and expansion of child care resource and referral services, and where appropriate, funding will be provided to support this alternative.

§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 in the following amounts to fund the activities of the Committee:

1991-92: (as expended)
1992-93: \$2,600,000
1993-94: \$2,600,000
1994-95: \$2,600,000

ARTICLE 30—EMPLOYEE BENEFIT FUND (ARTICLE 20 DMNA)

Delete §30.2 and replace with:

§30.2

(a) The State shall deposit in the CSEA Employee Benefit Fund an amount equal to \$168.125 per employee for each quarter of the year beginning April 1, 1991, and ending March 31, 1992, \$179.125 per employee for each quarter of the year beginning April 1, 1992, and ending March 31, 1993, \$191.625 per employee for each quarter of the year beginning April 1, 1993, and ending March 31, 1994, and \$204.125 per employee for each quarter of the year beginning April 1, 1994 and ending March 31, 1995; such amounts to be deposited as soon as practicable after the first day of each quarter.

(b) The State shall make a one-time cash payment to the Fund as soon as practicable after July 1, 1992 in the amount of 1.2 million dollars in lieu of the 1991-92 and 1992-93 occupational vision program allowance previously provided in Article 15 (Safety and Health) of the 1988-91 State/CSEA Agreements.

(c) The CSEA/State Joint Committee on Health Benefits will establish a mechanism to review savings attributable to the implementation of the Managed Mental Health/Substance Abuse Program for the period February 1, 1992 through March 31, 1993, April 1, 1993 through March 31, 1994 and April 1, 1994 through March 31, 1995. If such savings are determined to be greater than those projected during the collective negotiations which established this benefit, the Joint Committee shall agree to provide those additional savings to the EBF for the the year April 1, 1994 through March 31, 1995.



A FAMILY AFFAIR -- Contracts affect more than just the employee; their benefits also often support or impact upon entire families. This group turned out to hear details of the tentative CSEA-NYS agreement at a contract informational meeting held by CSEA in the Albany area. The union conducted a series of informational meetings for members across the state.

ARTICLE 33—DISCIPLINE

Delete §33.3(a)(1) and replace with:

Where the appointing authority or the appointing authority's designee seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed two week's pay, loss of accrued leave credits, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice of discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.

§33.3(g)(7) - Delete last sentence.

Delete §33.3(g)(8) and replace with:

The appointing authority or his or her designee, in his or her discretion, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Within thirty (30) calendar days following a suspension under this paragraph, a notice of discipline shall be served on such employee or such employee shall be reinstated with back pay. Where the employee, who is charged with the commission of a crime is temporarily reassigned, the notice of discipline shall be served on such employee within seven (7) days after the disposition of the criminal charges as provided in the Criminal Procedure Law of the State of New York or the employee shall be returned to his or her regular assignment. Nothing in this paragraph shall limit the right of the appointing authority or his or her designee from taking disciplinary action while criminal proceedings are pending. Nothing in this paragraph shall preclude the application of the provisions in Article 33.3(h).

Delete §33.3(g)(9) and replace with:

During a period of suspension without pay pursuant to the provisions of Article 33.3(g)(1) or 33.3(g)(8), the State shall continue to pay its share of the cost of the employee's health coverage under Article 9 which was in effect on the day prior to the suspension provided that the suspended employee pays his or her share. Also, any employee suspended pursuant to the provisions of Article 33.3(g)(1) or 33.3(g)(8) shall be counted for the purpose of calculating the amount of any periodic deposit to the employee benefit fund.

Add as new Section §33.4(b)(3):

Protection of Patient or Client Witnesses

(i) A patient or client witness will be protected, when giving testimony in a disciplinary arbitration hearing, by shielding the employee from view, in one of the following ways:

- use of a portable screen or partition consisting of one-way glass; or
- use of a closed circuit television in a live transmission with the employee in a separate room and the arbitrator, the representatives and the witness(es) in another room; or
- use of a one-way mirrored room with the employee in a separate room with the ability to view and hear the proceedings.

A patient or client witness will be shielded in one of the described ways when a certified or licensed professional determines that there is a need for such protection for the patient or client witness. A determination that there is a need for such protection is not subject to review.

(ii) Additionally, where the employee is in a separate room during the arbitration hearing, a method of communication will be provided for the employee to communicate with his or her representative.

Delete §33.5(g) and replace with:

Where an employee is to be served a notice of discipline related solely to time and attendance and, within three years of such notice, has been found guilty of or settled (or a combination of both) two prior notices of discipline not solely related to time and attendance, the appointing authority may elect either to pursue such time and attendance notice before the permanent umpire in accordance with the attached schedule or to service a notice of discipline and proceed before a disciplinary arbitrator. This paragraph shall not apply to notices of discipline based solely on tardiness.

(Continued on next page)

STATE CONTRACT NEWS SECTION

(Continued from previous page)

ARTICLE 33--DISCIPLINE (continued)

For the purposes of the Time and Attendance Schedule only, "prior record" shall mean any notice of discipline based solely on time and attendance where either guilt was found or a settlement occurred or a combination of both occurred. However, for all notices of discipline based solely upon time and attendance issued on or after the date of execution of this agreement in 1992, the "prior record" shall not include any notices of discipline based solely upon time and attendance that are three or more years old if the employee has not been served a notice of discipline based solely upon time and attendance within the three years from the date of the resolution of the last notice of discipline based solely upon time and attendance.

Notices of discipline based solely on tardiness shall proceed on the tardiness schedule only and shall not be considered as a prior record for any other offense.

The penalty level for notices of discipline which contain charges of both tardiness and unauthorized absence shall be the appropriate level within the type of unauthorized absence charge.

Delete §33.7 and replace with:

§33.7 Administration

The State and CSEA may jointly administer the arbitration procedure and panels for the purpose of this Article. The State shall seek an appropriation of \$250,000 in the second year, \$250,000 in the third year, and \$250,000 in the fourth year of this Agreement to be used for the self-administration of the panels and procedure, the time and attendance procedure, research for and training of the panels in the area of patient abuse, and publication of arbitration decisions. The unexpended portion of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

ARTICLE 38 — EMPLOYEE ASSISTANCE PROGRAM - (DMNA ARTICLE 29)

Delete Article and Replace with:

§38.1

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 1991-92: (as expended); 1992-93: \$550,000; 1993-94: \$550,000; 1994-95: \$550,000 to continue the Employee Assistance Program effort. The present joint labor/management arrangement, which recognizes the need for combined representation of all employee negotiating units and the State in a single work place employee assistance program, shall continue.

ARTICLE 40—PERFORMANCE EVALUATION (DMNA ARTICLE 37)

Delete §40.3 and replace with:

§40.3

The State shall prepare, secure introduction, and recommend passage by the Legislature of such legislation required to provide the following funding:

1991-92: (as expended)
1992-93: \$20,000
1993-94: \$20,000
1994-95: \$20,000

for administrative expenses associated with the Statewide Performance Rating Committee activities.

ARTICLE 42—ACCIDENTAL DEATH BENEFIT (ARTICLE 31 DMNA)

Delete §42.2 (§31.2 DMNA) and replace with:

The William L. McGowan Dependent Children's Tuition Program

The State agrees to continue to provide the program for dependent children of employees of the four CSEA negotiating units, who receive a death benefit pursuant to 42.1 above, with full tuition to attend any of the State University's colleges; provided, however, they meet the institution's entrance requirement. In addition, eligible dependent children, pursuant to 42.1 above, who meet the institution's entrance requirements and choose to enroll in an accredited private college or university within New York State, shall receive a payment from the State, equal to the corresponding semester's tuition cost at the State University of New York, for each semester they are enrolled and are in attendance at such private college or university.

ARTICLE 45 (ASU CONTRACT ONLY) - POSTING OF EXAMINATION ANNOUNCEMENTS AND JOB VACANCIES

Delete Section §45.2(c) and replace with:

An employee who applies for a job vacancy in accordance with the provisions of this section but is not selected to fill the vacancy, shall be notified in writing of the fact of non-selection. If the employee was interviewed, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection.

ARTICLE 49 (OSU CONTRACT ONLY) WORK CLOTHING AND TOOLS

Delete §49.1(a) and replace with:

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of \$750,000 for fiscal year 1991-92; \$750,000 for fiscal year 1992-93; \$750,000 for fiscal year 1993-94 and \$750,000 for fiscal year 1994-95 to be used for Operational Services Unit employees work-related clothing.

Delete §49.2(b) and replace with:

The State shall appropriate \$10,000 in each year of the Agreement, to be administered by the State Comptroller, to be used to reimburse employees required to provide personal tools used in the performance of his/her job for loss due to fire or theft at the employer's premises, up to a maximum of \$2,000 subject to the following conditions:

DURATION OF AGREEMENT (ARTICLE 52 ASU; ARTICLE 57 OSU; ARTICLE 58 ISU; AND ARTICLE 42 DMNA)

Delete present Article and replace with:

The term of this Agreement shall be from April 1, 1991 to April 1, 1995.

THE FOLLOWING STATE CONTRACT ARTICLES REMAIN UNCHANGED

Article 1: Recognition
Article 2: Statement of Policy and Purpose
Article 3: Unchallenged Representation
Article 4: Employee Organization Rights
Article 5: Management Rights
Article 6: No Strikes
Article 10: Attendance and Leave
Article 12 (ASU, ISU, OSU): Leave-Probationary Employees
Article 13 (DMNA): Holidays
Article 16 (ASU, ISU, OSU): Credit Union Space
Article 17 (DMNA): Layoff Units
Article 19 (ASU, ISU, OSU): Layoff Units
Article 19 (DMNA): Overtime Meal Allowance
Article 20 (ASU, ISU, OSU): Layoffs in Non-Competitive and Labor Classes
Article 22 (DMNA): Overtime, Recall and Scheduling
Article 23 (ASU, ISU, OSU): Overtime Meal Allowance
Article 24: Out-of-Title Work
Article 25 (DMNA): Labor/Management Meetings
Article 26 (ASU, ISU, OSU): Job Classifications
Article 26 (DMNA): Continuous Hours of Work
Article 27 (ASU, ISU, OSU): Distribution of Overtime
Article 27 (DMNA): Seniority
Article 28 (ASU, ISU, OSU): Civil Service Examinations
Article 28 (DMNA): Postings and Job Vacancies
Article 30 (DMNA): Benefits Guaranteed
Article 31 (ASU, ISU, OSU): Labor/Management Meetings
Article 32: Workday/Workweek
Article 34: Grievance and Arbitration Procedure
Article 35: Resignation
Article 36: Job Abandonment
Article 37 (ASU, ISU, OSU): Civil Service Law Section 72 Hearing
Article 38 (DMNA): Severability
Article 39 (ASU, ISU, OSU): Benefits Guaranteed

Article 39 (DMNA): Conclusion of Collective Negotiations
Article 40 (DMNA): Printing of Agreement
Article 41 (ASU, ISU, OSU): Departmental Negotiations
Article 41 (DMNA): Approval of the Legislature
Article 43 (ASU, ISU, OSU): Payment of Personal Property Damage Claims (Reimbursement for Property Damage)
Article 44 (ASU, ISU, OSU): Seniority
Article 45 (ISU, OSU): Posting and Job Vacancies
Article 46 (ISU, OSU): Continuous Hours of Work
Article 46 (ASU): Emergency First Aid
Article 47 (ISU, OSU): Standby On-Call Rosters
Article 47 (ASU): Eligible List-Stays
Article 48 (ASU): Printing of Agreement
Article 48 (ISU): Notice of Civil Service Status
Article 48 (OSU): Eligible Lists-Stays
Article 49 (ASU): Conclusion of Collective Negotiations
Article 49 (ISU): Uniforms
Article 50 (ASU): Severability
Article 50 (ISU): Employee Enhancement
Article 50 (OSU): Work Location, Shift and Pass Day Assignments
Article 51 (ASU): Approval of the Legislature
Article 51 (ISU): General Hospital Duty
Article 51 (OSU): Winter Maintenance - DOT
Article 52 (ISU): Recall Pay
Article 52 (OSU): Employee Identification
Article 53 (ISU): Chest X-Ray
Article 53 (OSU): Printing of Agreement
Article 54 (ISU): Printing of Agreement
Article 54 (OSU): Conclusion of Collective Negotiations
Article 55 (ISU): Conclusion of Collective Negotiations
Article 55 (OSU): Severability
Article 56 (ISU): Severability
Article 56 (OSU): Approval of the Legislature
Article 57 (ISU): Approval of the Legislature

"I have the highest praise and respect for our union negotiators for hammering out this contract under the most difficult of conditions. I highly recommend that CSEA members accept this contract." -- CSEA President Joe McDermott

The four CSEA state contract negotiating teams were comprised of the following CSEA members:

ADMINISTRATIVE SERVICES UNIT

Mary Pat Fox
William McMahon
Claudette Sullivan
Wilma Hasser
Barbara Allen
Patricia Westerman
Donna Murray

INSTITUTIONAL SERVICES UNIT

Terry Melvin
Joel Schwartz
June Donald
Nick Russo
Willie Allen
Kathleen Button
Joseph Gleason

OPERATIONAL SERVICES UNIT

Thomas Patterson
Milo Barlow
Thomas Warzel
Daniel Quail
Frank Celentano
Cyrus Holdeen
Tony Bailous

DIVISION OF MILITARY AND NAVAL AFFAIRS

David Mapstone
Victor Isca
Timothy Ippolito
Susan Stelmack
Roy Seabrook
Richard Seeley

CSEA steps up fight for St. Lawrence PC

OGDENSBURG - CSEA members continue to fight back at St. Lawrence Psychiatric Center.

Recently, activists turned out in force to protest contracting out to commercial vendors. CSEA officials also met with a local task force to continue the fight against downsizing.

Nearly 100 CSEA members marched to protest a new agreement to bring in BOCES students to clean up a currently vacant

Building 8 workers won't be docked for absences last Fall

State employees who were absent because of illness or injury directly related to health and safety problems at Buildings 8 and 8A at the State Office Campus in Albany between Oct. 21 and Nov. 29, 1991, will not have to use personal leave accruals.

The restoration of up to 37 and one-half hours of leave time was negotiated by CSEA, the state Department of Taxation and Finance and the Governor's Office of Employee Relations.

In addition, employees will not have to charge personal time while they were evacuated from the buildings on Oct. 21, Oct. 22 and Nov. 12, 1991.

Odors and other problems caused scores of employees on a daily basis to become ill in Buildings 8 and 8A over several weeks last fall and employees were evacuated en masse on three occasions.

CSEA Tax and Finance Local 690 President Carmen Bagnoli said he is pleased with the agreements reached between the union and management over restoration of leave credits.

Up to 37 and one-half hours of leave will not have to be charged to personal accruals for employees absent between Oct. 21 and Nov. 29 for illness or injuries directly related to the conditions at the two buildings. To be eligible, absences must have resulted from incidents reported on "Supervisors Report of Accident or Occupational Injury" form HRM 43 or "Employees claim for Compensation" form C-3 submitted not later than Dec. 6, 1991. Employees who had insufficient accruals and were placed on leave without pay status will be repaid lost salary up to 37 and one-half hours.

Employees who were evacuated will not have to charge personal accruals for absences from 1 to 3 p.m. on Oct. 21 and after 11 a.m. through the end of the normal workday on Oct. 22.

Employees on the west side of the buildings evacuated on Nov. 12 at 11 a.m. and who returned at 1:30 p.m. will not be required to charge accruals for that period. First shift employees directed to leave the buildings that day will not be required to charge accruals from 4 p.m. to the end of their normal workday. Second shift employees who reported for work and were directed to leave will not have to charge accruals for the same time frame. Third shift workers must charge any absences on Nov. 12 to personal accruals.

building on the center's grounds, CSEA SLPC Local 423 President Jack Fisher said. The students have been brought into the Pritchard building to clean up and do light construction work. The building is being prepared so a local nursing home can temporarily relocate some patients. The work should be done by union workers, Fisher said, and CSEA has filed a grievance over the issue.

"How can they bring in people from the outside to do cleaning and construction when our workers who are capable of doing it are being laid off?" he asked. "That's just not right."

Fisher, CSEA Central Region President Jim Moore, Regional Political Action Coordinator Gerald Fidler and other CSEA officials recently attended a meeting of a task force established by the mayor of Ogdensburg. The group of local officials and businessmen are trying to work with the

state Office of Mental Health to avert layoffs. Fisher is CSEA's liaison to the task force.

Moore said he is optimistic about working with the task force. The local set up its own task force, he said, and plans to work with the mayor's group to try to stop further cutbacks. The next step will be a rally at the facility for employees and elected officials from the center's client area. The union will stress the quality of care at the facility, the lack of community-based mental health resources in the area and the economic impact of the facility and its 45 million dollar payroll, Moore said.

"If we can get area businesses, our politicians and the community at large to appreciate all facets of the psychiatric center, including the quality of care and the major economic impact we have, then our fight to save jobs will be much easier," Moore said.

Buffalo PC secure care ward closure impacts on patient care and safety

BUFFALO — The closing of the only secure ward at the Buffalo Psychiatric Center was a mistake, threatening patient care and safety throughout the facility, CSEA members say.

The secure care treatment aides (SCTAs) make up an "acuity pool" and are called from their normal assignments when behavior problems occur, and the practice has created even more problems, CSEA Local 403 President Pat Franco said.

"The acuity pool is not popular within the facility," Franco said. She and mental health therapy aide (MHTA) William Gerlach and SCTA Robert Mootry have criticized the ward closing. The ward was staffed by 21 SCTAs before six were laid off last year. Now the facility's most dangerous clients are scattered throughout the wards.

"Most of the employees have expressed their concerns and fears of this approach," Franco said. She has suggested an alternative plan that facility management has rejected.

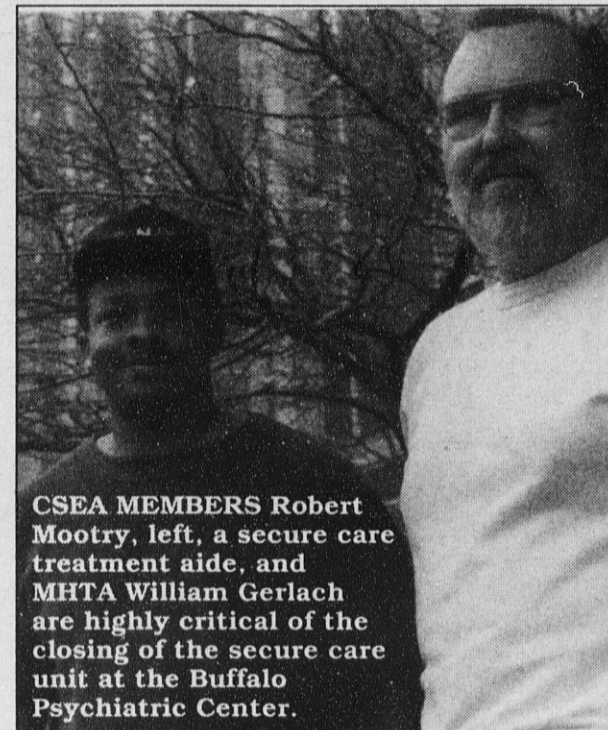
"There is a great deal of doubt the acuity pool plan can be successful given the lack of direction and specificity in the plan," Franco said.

Now the remaining 15 SCTAs are expected to clinically intervene and assist staff on 19 wards over three shifts when problems occur. Franco suggested the SCTAs be assigned to the three wards of the Intensive Treatment Unit.

"This is the unit that has the clinical experience necessary to effectively deal with those patients who have displayed behaviors dangerous to themselves or others," she said.

The secure ward handled the facility's most dangerous patients, as well as those whose self-abusive or suicidal behaviors "are beyond the resources of the typical ward staff to manage," Gerlach said. "It must be understood that on any given patient ward, a crisis can occur at any given moment.

"I find it ironic, although not amusing,



CSEA MEMBERS Robert Mootry, left, a secure care treatment aide, and MHTA William Gerlach are highly critical of the closing of the secure care unit at the Buffalo Psychiatric Center.

that decisions having the greatest effects upon the direct care staff in particular and patient care in general, are invariably made by administrators who have never spent even a half hour, much less a full shift, or heaven forbid, a 16-hour mandatory double shift on a ward."

"This policy has already led to one unnecessary injury that I know of," he said. "The shortage created by an SCTA who was called to another ward for an emergency left an opening, and an aggressive patient hurt a MHTA in a scuffle. I understand he may need surgery for a knee injury."

An entire ward's night shift was recently ordered to work another shift because of shortages, Mootry said.

"This is a main point that we are fighting," Franco said. "It seems we are going to have to file requests for hazardous duty pay for almost our entire membership who are direct care workers or file several hundred out-of-title grievances because most MHTAs will be doing SCTA work."

CSEA fights for court reporters

ALBANY — CSEA is on the attack after the state Legislature sneaked a law through the state budget allowing some courts to experiment with mechanical recording equipment.

"I am outraged. CSEA has successfully and repeatedly fought any legislation that would replace qualified, professional court reporters with mechanical devices," CSEA President Joe McDermott said.

"The Legislature waited until the middle of the night to put this in, without allowing comment from CSEA, judges or any other interested parties."

The law lets the chief administrator of the Unified Court System decide whether to allow the two-year experiment in county Surrogates courts and the Court of Claims.

Court reporters keep records of court proceedings and produce transcripts. The legislation is the first step in an attempt to replace trained professionals with machines.

"We urge all CSEA members to write and call Matthew Crosson, chief administrator, opposing the experiment," McDermott said. "Not only would it put highly trained professionals out of work, it would harm the judicial process. Studies prove that."

A study released by the state Court Reporters Association (NYSCRA) of courts that use tape recorders showed that more than 93 percent strongly disapproved of its use. Bar associations and judges have historically objected to tape recorders' inferior record. CSEA Judiciary Local 330 President Warren Simonoff, also involved in NYSCRA, has written court system officials to protest the experiment.

"... A meat axe approach has been taken to the product central to our system of jurisprudence, the official court record, and

it is a perversion of the process," he wrote. "Had even a cursory investigation of taped trials been done, it would reveal a total, complete and abysmal failure."

CSEA is fighting the use of mechanical recording devices in the courtroom. First, the union is encouraging letters to Crosson opposing the experiment.

Arbitration win proves union works

ALBANY — Phyllis Perry has some advice for CSEA members: "If you have a problem, go to the union."

She should know. When her employer, Health Research Inc. (HRI) tried to take away her increment and substantial back pay for a reclassification upgrade, she went to Dan Vallee, president of CSEA Local 316.

CSEA not only filed the grievance, but followed all the way through arbitration, winning her both the back pay and the increment pay.

"It's not the money," Perry said. "I did what I had to do. I stood up for myself and for the other grade 9 secretaries."

Perry had been a grade 9 stenographer. Although HRI is a private sector employer, it abides by the salaries given state employees in the executive branch. So when the reclassification of stenographers to secretary I and II took place for state employees, it applied to HRI as well.

During the complicated upgrade process, HRI decided to upgrade some employees retroactive to October 1989.

But in Perry's case, they decided to pay her retroactively only to July 1990, saying she was promoted, not upgraded. And since she had yet to reach her anniversary date

If that fails, CSEA will monitor courtrooms using recording devices and continue protesting to keep the experiment from becoming common practice.

"We cannot watch an entire profession be lost along with the quality of justice in this state," McDermott said. "We are fighting this all the way."

as a grade 9 before getting her new grade, HRI denied her increment increase.

CSEA argued that Perry's new job was indeed an upgrade, not a promotion, and she should get back pay all the way to October 1989.

She was entitled to the increment increase as well, CSEA argued, because the time she spent in the higher job title should have applied to the time earned for her increment.

CSEA won in arbitration. The arbitrator ruled Perry should get both the increment and retroactive pay back to October 1989.

When HRI tried to appeal the arbitrator's decision in court, the court affirmed the arbitrator's decision within a week.

Without CSEA's help, Perry said, her problems would never have been solved.

"I didn't know what my rights were. I went to the union," she said. "That's what the union is for, to protect you and represent you."

She also had high praise for CSEA Attorney Maureen Seidel, who represented her in the case.

"I had a dynamite attorney," she said. "I would have been foolish not to go to the union."

Tips from JCHB on heading off insurance problems

Everyday, the Joint Committee on Health Benefits (JCHB) receives calls and letters from CSEA-represented state employees about insurance claims disputes, enrollment problems and health benefit explanations.

The NYS Health Insurance Program can sometimes be confusing and intimidating. If you have a question or problem and don't know where to get help, call the CSEA JCHB 1-800-342-4146 or (518) 434-0191.

The staff's job is to help you understand your health insurance rights and benefits, assist you with claims problems and provide you with answers or put you in touch with the appropriate contact to resolve your problem.

Here are 10 tips to help to reduce some common claims and enrollment problems:

* In most cases, Metropolitan requires you to send **original bills**, not photocopies of bills; always keep photocopies and/or some type of record of provider bills and corresponding forms for your files in case material is lost or damaged in the mail.

* When you submit claims under the Major Medical portion of the Empire Plan, wait until the charges meet your annual deductible before sending the claim to Metropolitan. The insured employee must

meet a \$161 annual deductible, a covered spouse must meet a \$161 annual deductible and all covered dependent children must meet a single \$161 annual deductible.

Remember, you must submit all major medical claims for 1992 to Metropolitan no later than March 31, 1993.

* If you have a problem or question about your health insurance premium deductions or if you lost your Empire Plan ID card, contact the health benefits administrator in your personnel office.

* If you acquire a new dependent, contact your health benefits administrator within seven days to avoid a waiting period. If a dependent loses eligibility to be covered under your policy, you must have the ineligible dependent deleted from the enrollment file by contacting your agency health benefits administrator.

* When inpatient hospitalization is needed or a surgical procedure that appears on the Prospective Procedure Review list is recommended, you **must** call the Empire Plan Health Call, listed on the ID card jacket or in your benefits certificate: 1-800-992-1213.

* APM: Before seeking care for mental health or substance abuse treatment (including alcoholism), Empire Plan

enrollees must call the American PsychManagement (APM) toll-free number, 1-800-446-3995, in order to avoid increased out-of-pocket expenses.

* When your doctor prescribes ongoing and/or an uncommon treatment or procedure, check with your HMO and/or obtain a Metropolitan Predetermination of Benefits under the Empire Plan to verify the extent of benefits available before you receive the prescribed services.

* When seeing a specialist while enrolled in an HMO, remember you must have a referral from your primary care physician that is valid only for the time specified.

* Never ignore a notice from a hospital or doctor that an unpaid medical bill will be referred to a collection agency. Billing errors do occur and collection proceedings can seriously harm your credit rating. If you receive a bill you believe is erroneous, contact the hospital or doctor's billing office immediately. If you need help, contact your HMO, appropriate Empire Plan insurance carrier or the CSEA Joint Committee on Health Benefits.

* Questions concerning Prescription Drug, Vision and/or Dental Benefits should be directed to the CSEA Employee Benefit Fund at 1-800-323-2732 or (518) 463-4555.

Contract is topic at workshop

SARATOGA SPRINGS — The tentative state contract dominated discussion at the Thomas H. McDonough Memorial State Workshop.

CSEA President Joe McDermott said the long, difficult negotiations resulted in a "fair and equitable contract."

"Considering that we fought this battle in the streets, fought it in the press, fought it in the courts and fought it at the negotiation table, we hope the state got the point that we don't shy away from a fight for what's right," he said.

McDermott also praised the CSEA negotiating teams and staff for their hard work.

While at the workshop, CSEA members had opportunities to learn about other important issues.

Aside from the state contract briefing (see state contract section), members attended the following workshops:

- ✓ Are you ready? Planning for Retirement;
- ✓ Being a Credible Witness;
- ✓ Dispelling the Mystery: Economics Made Easy;
- ✓ The Dynamics of Diversity;
- ✓ Quasi-State Agency Meetings;
- ✓ TB/AIDS Protection in the Workplace;
- ✓ Stopping Sexual Harassment and Other Discriminatory Practices;
- ✓ What's Happening in Congress;
- ✓ A New Benefit: CSEA Affordable Mortgages;
- ✓ Advisory Committee on Minority Issues;
- ✓ The Empire Plan: Managed Mental Health and Substance Abuse Care;
- ✓ NYS Barge Canal Information Meeting;
- ✓ Office of Court Administration;
- ✓ Playing the Field: The 1992 Presidential Campaign; and
- ✓ The Tier Structure of the NYS Retirement System.

The participants also had an opportunity to listen to Tom Juravich, labor troubadour, as he presented "The Spirit of Labor and Unionism" in song.

The movie "The American Dream" was also shown. An Academy Award winner, the film is the story of workers and their families struggling under forced wage cuts and corporate profits of the Hormel Company.



CSEA NEGOTIATING TEAM MEMBERS attend the contract briefing. They are, from left: Kathy Button, Claudette Sullivan and Willie Allen. Behind Sullivan are team members Wilma Hasser and Barbra Allen.



CSEA PRESIDENT Joe McDermott presents Joseph Maratea the CSEA Mission Achievement Award

Maratea wins Mission Achievement Award

SARATOGA SPRINGS — The 1992 CSEA Mission Achievement Award for the state division went to Joseph Maratea, president of CSEA Lansing/MacCormick Division for Youth Local 561.

CSEA President Joe McDermott presented the award during the Thomas H. McDonough Memorial Workshop.

The award is presented annually to two members, one in the state division and one in the local division, who best exemplify the CSEA Mission Statement spirit to "represent our members as best we can in any way we can; and to continue our role as a leader among labor unions."

"Joe Maratea is a member-oriented leader who gets the job done for his people," McDermott said. "He achieves results by maintaining credibility with his members and with management."



CSEA MEMBERS have their say during a session at the Thomas H. McDonough Memorial Workshop



INDEX

Page 17 - 23

CONTRACTS

Agreement

BETWEEN
**THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
AND**

Detailed additions and deletions from the 1988-91 CSEA/NYS contracts to

the tentative 1991-95 contracts.

Page 24

CSEA St. Lawrence Psychiatric Center Local 423 fighting back against facility downsizing plans and contracting out of services. And leave time restored for employees in beleaguered Building 8 in Albany.

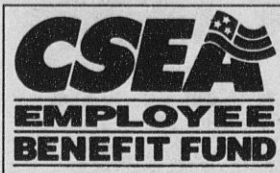
Page 25

Union says humans much more reliable than mechanical devices for recording court proceedings.

Page 26

Tentative contract, workshops dominate annual Thomas H. McDonough Memorial State Workshop. Joseph Maratea wins 1992 CSEA Mission Achievement Award.

Requesting your EBF vision care voucher is as easy as dialing 1 1 1

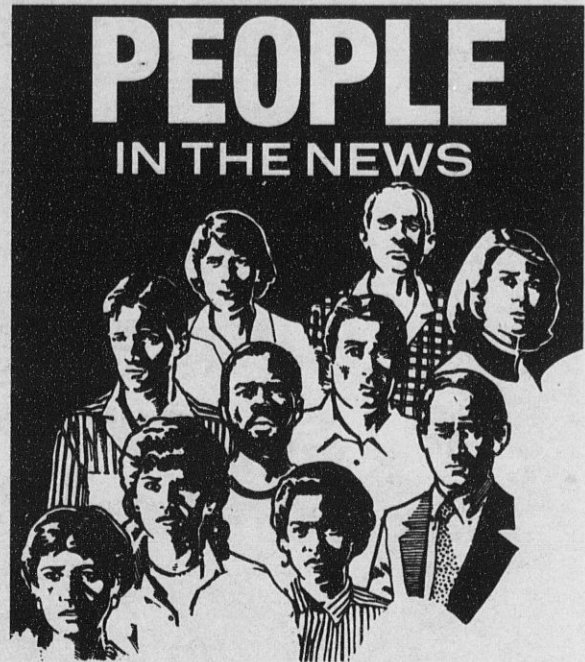


Requesting your EBF vision voucher is as easy as dialing 1 1 1 when you call the CSEA Employee Benefit Fund's new Automated Attendant system.

Using a touchtone phone, just dial the Fund's toll-free number, 1-800-EBF-CSEA (1-800-323-2732).

When the Automated Attendant answers, immediately dial 1 1 1. You will be prompted to leave the member's name, Social Security number, address and name of the person for whom the voucher is being requested.

If eligible, the voucher will automatically be mailed within two weeks. Otherwise you will receive a communication from the Fund.



Prison escapes spotlight risks facing civilian employees at correctional facilities

WARWICK -- The escape of two trusted inmates who worked side by side with CSEA members at the Mid-Orange Correctional Facility points up the risks faced by many civilian employees at correctional facilities.

The two inmates were still at large at this edition of *The Public Sector* went to press.

Working with inmates puts civilian employees at risk, CSEA Local 166 President Julia Mercatili said.

Mercatili said she objected at labor management meetings to inmates working in the clerical office and had requested hazardous duty pay for the employees.

"None of the women want to work with them (inmates)," Mercatili said. "I have constantly fought against this."

Mercatili said the two inmates had work duty privileges and lived in an area of the prison where they were allowed to wear civilian clothing. One was imprisoned for murder and the other was convicted of armed robbery.

Security at Mid-Orange is a bone of contention for prison guards, according to Council 82 Local 29 President Larry Weiss. He said Mid-Orange is the only medium security prison in the state that does not have double fencing. The two inmates escaped by cutting a hole in the fence.

State Police later charged a Nassau County Community College criminal justice instructor, who they said was "an associate" of one of the escapees, with providing a cutting tool to the prisoners and picking them up after the escape and driving them out of the area.

Last year four inmates escaped from Eastern Correctional Facility. One of the inmates worked as a plumber with access to areas of the prison off limits to other inmates. Previously, a female civilian employee of Greenhaven Correctional Facility was held hostage by an inmate who worked with the woman. And earlier this year CSEA member Fran King, a laundry supervisor at Wende Correctional Facility, was taken hostage by an inmate who worked in the prison laundry.

CSEA Metro Region newsletter editors recognized for expanding communication

NEW YORK -- Making good on a promise to improve both the number and quality of local newsletters in the region, Metropolitan Region President George Boncoraglio recognized the efforts of the CSEA Metropolitan Region Local Editors' Network at a combined Education and Women's Spring Workshop.

Editors of the Kingsboro Psychiatric Center Local 402 "Light," the New York City State Employees Local 010 "Local Motion," the NYS Psychiatric Institute Local 419 "Bottom Line," the Brooklyn Developmental Center Local 447 "Informer," and the South Beach Psychiatric Center Local 446 "Dignity" newsletters were honored for their efforts to improve communications at their work sites.

More than 200 Metro Region activists heard labor history film producer Elsa Rassback describe significant problems that cloud labor's relationship with the media.

Rassback's award-winning film, "The Killing Floor," shown at the workshop, highlights the causes of racism and race riots during World War I in Chicago. It was particularly timely in light of the Los

Angeles riots that took place the same weekend as the Region II Workshop.

Education Chair Gloria Scott and Women's Committee Chair Harriet Hart saluted the spirit of Region II activists of every diverse background for their willingness to work together enthusiastically and harmoniously to achieve union goals.

"When people give up on working together, only the bosses win," said Hart, who is president of NYS Insurance Fund Local 351. "Hatred solves nothing. We believe the caring and unity in our Region just shows what people can accomplish when they decide to pull together."

TO KEEP UP WITH CURRENT ISSUES
Call CSEA's Current Issues Hotline
for the latest daily update
Call 1-800-342-4146
and hit 5 on your touchtone telephone

STAY IN TOUCH!

New York Works Because We Work!

State workshop report - Page 26

**INSIDE THIS
EDITION**

Privatization
high on Bush's
domestic agenda
...Page 9

State contract
details
...Pages 17 - 23

