

THE PUBLIC SECTOR

Official Publication of The Civil Service Employees Association, Inc., Local 1000,
American Federation of State, County and Municipal Employees, AFL-CIO

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Monday, April 18, 1988

“WE HAVE A CONTRACT”

Substantial raises for state workers

ALBANY—“We have a contract!”

With those words, a smiling, triumphant William L. McGowan announced on April 7th that CSEA had reached a tentative agreement with the state on contracts covering nearly 107,000 state employees in four bargaining units.

The tentative three-year agreements, subject to member ratification, provide salary increases each year of the contracts and maintain increments for state employees who have not yet reached the top of their salary schedule. Longevity payments are also retained for career employees. Time and attendance policies remain unchanged.

The tentative three-year agreements call for salary increases of:

- * 5 percent effective June 1988;
- * 5 percent effective April 1989;
- * 5.5 percent effective April 1990.

The wage hikes total 16.3 percent over the life of the agreements.

The tentative agreements cover state workers in the Administrative, Institutional and Operational Services bargaining units as well as employees in the Division of Military and Naval Affairs.

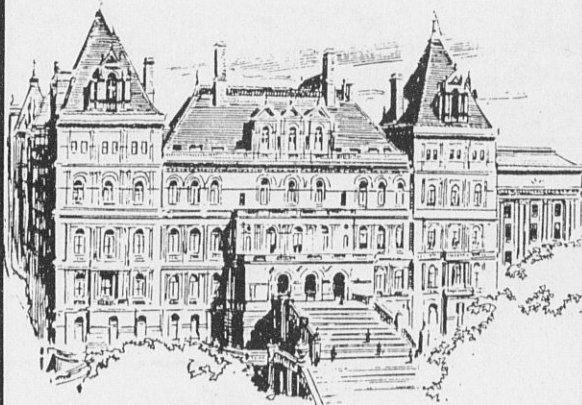
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"We're back"

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Should state legislators work full time?

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Save with bonds

CSEA members buy through May 6

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO
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WILLIAM L. MCGOWAN, PRESIDENT

Dear CSEA members,

If an economist told you of a program that squarely addresses the national deficit, cuts federal spending, stimulates personal savings, pays a competitive rate of interest — plus a guaranteed minimum — is completely safe, lowers interest rates, lowers inflation, increases the tax base and raises revenue while not increasing your taxes, would you be interested? Sure! So would I!

What I'm leading up to is the U.S. Savings Bond Program. It does all these good things for the country while doing good things for the working person.

The tax advantages, safety and automatic way your money grows have always made bonds a good deal — but a market-based interest rate makes them even better.

Today's Savings Bond keeps pace with the rest of today's financial market. There is no ceiling on how high rates can go, but a guaranteed return of 6 percent on bonds held five years or more.

The 1988 Savings Bond Campaign for New York state employees will be held from April 13 through May 6. CSEA wholeheartedly endorses this program and I've pledged our support to make the campaign a success.

Savings Bonds coordinators at each employment site have been asked to contact the local union representative to assist in the campaign. Please seek out the coordinator in your area now and ask to become involved.

Please give this important program your support. I do.

Sincerely,
William L. McGowan
William L. McGowan
CSEA President

AFSCME delegate ballots mailed

ALBANY — Ballots are now in the mail for the election of delegates to the 1988 AFSCME Convention to be held June 19-24 in Los Angeles.

Replacement ballots may be obtained by contacting Marcel Gardner at CSEA Headquarters, 143 Washington Avenue, Albany, NY 12210. The toll-free telephone

number is 1-800-342-4146 or 518-434-0191 Ext. 453.

Ballots will be counted on Monday, May 2, following the noontime deadline for their return.

Results will be published in *The Public Sector*.

The election protest period ends May 26.

Public SECTOR

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Overwhelming ratification expected as members begin contract voting

ALBANY — Although CSEA and state negotiators recently reached a tentative contract agreement for state workers after months of negotiations, it will be several weeks before the process actually ends and a formal contract is in place.

When negotiators reached tentative agreement April 7, a week after the previous contracts expired, it brought an end to bargaining talks which had been ongoing since last year. But it also signaled the start of a lengthy contract ratification process which is expected to take at least six weeks to complete.

Plans for ratification began taking shape within hours after a tentative agreement was reached. CSEA staff immediately began to prepare contract information material which must be sent to each union member in the Administrative, Institutional and Operational Services bargaining units as well as in the Division of Military and Naval Affairs.

“This is a very fine contract, certainly one of the best public sector contracts negotiated anywhere in the country in some time,” CSEA President William L. McGowan said. “I urge CSEA members to attend informational meetings and read material concerning the agreements. I encourage everyone to vote and I expect an overwhelming ratification.”

CSEA by-laws require all members receive copies of the newly negotiated agreements prior to ratification voting. So, as in the past, full contract language has been printed in tabloid newspaper form for



UNDIVIDED ATTENTION — Despite long hours of negotiations, intensity remains etched in the faces of these CSEA negotiating teams members and staff as hard-nosed bargaining wore on toward an eventual tentative agreement.

mailing directly to members in each bargaining unit.

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

Members will have an opportunity to hear full explanations of contract changes and to ask questions at informational meetings to be held throughout the state. Sessions will be held at convenient locations in each of the six CSEA regions. A listing of dates, times and locations of informational meetings is printed below.

Elsewhere in this issue of *The Public Sector* is information concerning the contract in general as well as highlights from specific bargaining unit agreements. A timetable for the contract ratification process will be included in the May 2 issue of *The Public Sector*.

If the agreements are ratified on schedule, it is anticipated employees would see the increase in paychecks dated June 9 for the administrative payroll and June 16 for the institutional payroll. Terms of the previous contracts remain in effect pending ratification of the new agreements.

CONTRACT INFORMATION MEETINGS SCHEDULED IN ALL CSEA REGIONS

A series of informational meetings to explain in detail provisions of the tentative CSEA/state agreements has been scheduled in each of CSEA's regions. Members will have an opportunity to ask questions they may have about the contracts.

Teams of CSEA staff members who were involved in negotiations will conduct each session. Members of the negotiating teams will also participate. The meetings schedule is as follows:

REGION	DATE	TIME	LOCATION
1	4/25	6-9 p.m.	Noll Hall, Farmingdale University
2	4/26	9:30 a.m.-12:30 p.m.	World Trade Center, Tower Bldg. 2, Room 5890
2	4/26	2-5 p.m.	World Trade Center, Tower Bldg. 2, Room 5890
2	4/26	6:30 p.m.-9 p.m.	World Trade Center, Tower Bldg. 2, Room 5890
3	4/27	7 p.m.	Rockland PC, Education and Training Bldg.
3	4/28	7 p.m.	Holiday Inn, Fishkill
4	4/29	10 a.m.	Empire State Plaza, Meeting Room 6
	4/29	2 p.m.	State Office Campus, Bldg. 3 Cafeteria
4	4/29	7:30 p.m.	Sheraton Inn, Northway Exit 19, Glens Falls/Lake George
5	4/27	7 p.m.	Sheraton Inn, Liverpool
5	4/28	7 p.m.	Sheraton Inn, Utica
6	4/25	7-9 p.m.	Center for Tomorrow, University of Buffalo
6	4/26	7 p.m.	Doud Post, 898 Buffalo Road, Rochester

Tentative CSEA/State contract highlights

Coalition contract general highlights

COMPENSATION

GENERAL SALARY INCREASE

- First Year** Effective for work performed during the first payroll period commencing in June of 1988, a 5 percent across-the-board increase added to base pay and the salary schedule in effect on March 31, 1988. Because the effective date of the first year 5 percent across-the-board salary increase is in June of 1988 rather than April of 1988, the amount of in-pocket money produced in the first year of the contract is 4.2 percent.
- Second Year** Effective that payroll period the first day of which is closest to April 1, 1989, a 5.0 percent across-the-board salary increase added to base pay and the salary schedule in effect on March 31, 1989.
- Third Year** Effective that payroll period the first day of which is closest to April 1, 1990, a 5.5 percent across-the-board salary increase added to base pay and the salary schedule in effect on March 31, 1990.

SALARY SCHEDULE

First Year: Each step of the salary schedule in effect on March 31, 1988 will be increased by 5 percent. This increase does not apply to longevity steps 1 and 2 which will each remain in the amount of \$750.

Second Year: The 5.0 percent across-the-board salary increase will be incorporated into each step of the salary schedule which is in effect on March 31, 1989. The amount of the longevity increments remain at \$750.

Third Year: The 5.5 percent across-the-board salary increase will be incorporated into each step of the salary schedule in effect on March 31, 1990. The amount of the longevity increments remain at \$750.

REGULAR INCREMENTS

The regular annual increments which are payable to employees having a "satisfactory or equivalent performance rating" continue in the salary schedule and are increased in accordance with the percentage increase of each year of the agreement.

LONGEVITY INCREMENTS

The two longevity increments incorporated into the salary schedule during the third year of the CSEA/State 1985-88 agreements continue as part of the salary schedule with the value of the longevity increment for each salary grade continuing in the amount of \$750.

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

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

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

LOCATIONAL PAY DIFFERENTIAL

The formula for adjusting the amount of the Downstate Locational Pay Differential continues to set the differential at an amount equal to 77% of the regular in-grade increment of salary grade 9. Since the amount of the grade 9 increment increases as a result of the across-the-board salary increases being applied to the salary schedule, the amount of the downstate locational pay differential (currently \$602 per year) is adjusted upward in each year of the agreement. The ap-

proximate amount of this differential will be as follows:

- First Year — \$632 per year
- Second Year — \$664 per year
- Third Year — \$701 per year

In the case of the Monroe County \$200 locational pay differential, such differential will be continued without increase, for employees currently receiving it.

The downstate Locational Pay Differential includes the five boroughs of New York City, Nassau, Suffolk, Rockland and Westchester Counties.

EXAMPLES OF THE EFFECT OF COMPENSATION INCREASES

The following examples illustrate the amount of upward salary adjustments for employees whose present salary is equal to one of the salary steps in Grade 6, and who remain in Grade 6 and receive all increments for which they are eligible throughout the life of the agreement:

Grade 6 Salary Step	Current Annual Base Salary	New Annual Base Salary By End of Contract	Percent Increase
Hiring Rate	\$14,042	\$18,726	33.4%
Step 1	14,728	19,523	32.6
Step 2	15,414	20,322	31.8
Step 3	16,100	20,322	26.2
Step 4	16,786	20,322	21.1
Job Rate	17,472	20,322*	16.3*

*This figure would be greater if the employee had sufficient service at the job rate to make him/her eligible for a longevity increment.

The following examples illustrate the amount of upward salary adjustments for employees whose present salary is equal to one of the salary steps in Grade 9, and who remain in Grade 9 and receive all increments for which they are eligible throughout the life of the agreement.

Grade 9 Salary Step	Current Annual Base Salary	New Annual Base Salary By End of Contract	Percent Increase
Hiring Rate	\$16,611	\$22,049	32.7%
Step 1	17,393	22,959	32.0
Step 2	18,175	23,869	31.3
Step 3	18,957	23,869	25.9
Step 4	19,739	23,869	20.9
Job Rate	20,521	23,869*	16.3*

*This figure would be greater if the employee had sufficient service at the job rate to make him/her eligible for a longevity increment.

TRAVEL ALLOWANCE/PER DIEM ALLOWANCES

Per diem allowances for receipted lodging and meal expenses for employees in authorized overnight travel status are reimbursed to a maximum equal to the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for locations within and outside of New York State. For locations in Rockland County receipted lodging and meal expenses shall be reimbursed according to the State Comptroller's rates in effect on March 31, 1988 until the combined rates provided by the federal government equals or exceeds the Comptroller's rates.

In locations within and outside of New York State, for which no specific federal rate is published, receipted reimbursement shall be to a maximum of the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations (currently \$60 per diem).

There is no reduction in current receipted reimbursement rates resulting from the application of the federal government rates.

Mileage reimbursement for use of personal vehicles on official state business will be 20.5 cents per mile for all reimbursable miles driven.

Employees of the Division of Military and Naval Affairs, who make their personal vehicles available, with authorization, to transport building or construction materials will receive a supplemental

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Tentative CSEA/State contract highlights

Coalition contract general highlights

(Continued from Page 4)

mileage allowance rate of 7 cents per mile, as do employees in the ASU, OSU and ISU negotiating units.

HEALTH INSURANCE

EMPIRE PLAN: The State shall continue to pay 90% of the cost of Individual coverage and 75% of the cost of Family coverage.

HEALTH MAINTENANCE ORGANIZATIONS: Effective 1/1/89, the State shall pay 90% of the cost of Individual HMO coverage and 75% of the cost of Family HMO coverage.

If both spouses are employed by the State, and both are eligible for health insurance, the couple may choose to have one Family Empire Plan Policy or one HMO Family Policy completely paid for by the State.

Major Medical annual deductibles will remain at \$130 per person, not to exceed \$390 in a family unit; effective 1/1/89, a single deductible of \$130 will be applied for one or all children rather than a \$130 deductible for each child.

The Major Medical Co-Payment Out-of-Pocket Maximum remains the same at \$625 per individual and/or family; the \$625 shall be reduced to \$400 for sole wage earners who are heads of households if their base annual salary on 6/1/88 is \$16,695.00 or less. This base annual salary amount increases each April 1 by the negotiated salary increase for that year.

Effective 1/1/89, Empire Plan Participating Provider office visits and outpatient office surgery visits shall require a \$5 employee co-payment. No co-payment shall be required for participating provider routine pediatric office visits.

Effective 1/1/89, covered outpatient radiology (x-ray) and laboratory services rendered by an Empire Plan Participating Provider will be subject to a \$5 co-payment per encounter.

The Participating Provider office visit and radiology and laboratory co-payment amounts may be applied against the major medical co-payment maximum, but they will not be considered covered expenses for major medical payment.

Effective 1/1/89, the incentives and penalties for the 10 ambulatory surgical procedures as outlined in the 11/82 Memorandum of Understanding will be discontinued. Those procedures will be treated the same as all other covered surgical procedures under both the participating provider and major medical portions of the Empire Plan.

Effective 4/1/88, the waiting period for health insurance coverage for new employees shall increase from 28 days to 42 days.

Effective 1/1/89, the following benefit improvements will be covered under the Empire Plan:

- *Injectable substances for routine pediatric immunizations
- *Post-mastectomy bras
- *The \$1 million Major Medical Annual & Lifetime cap shall be removed: Major Medical Annual & Lifetime benefits shall be **Unlimited**.
- *Durable Medical Equipment Suppliers shall be made available so as to offer durable medical equipment to Empire Plan enrollees at discounted rates. (Effective Immediately)
- *Seasonal employees shall retain eligibility for health insurance coverage upon rehire without application of a six-month waiting period if the seasonal employee was not off the payroll more than six months. (Effective Immediately)
- *At retirement, employees shall have the option of an alternative method of applying unused sick leave to reduce the cost of surviving dependents' health insurance. (Effective 1/1/89)
- *Routine physical examinations under the Major Medical program shall increase from \$100 to \$125 for employees age 50 and older and from \$50 to \$75 for spouses age 50 and older. Eligibility is changed from an annual basis to once every other year. (Effective 1/1/89)
- *To reduce claims paperwork and delays, all ambulance bills shall be submitted to one carrier (Metropolitan). Ambulance benefits and levels of reimbursement remain the same. (Effective Immediately)
- *Require the Empire Plan insurance carriers to formally report to CSEA on a quarterly basis of any and all trends that will impact the health insurance premium costs.
- *Continue the Joint Committee on Health Benefits to improve health benefits communications and training programs; to recruit additional providers in areas and specialties found to be

deficient; to resolve employee claims complaints and to examine ways to improve the administration of the Plan; to evaluate and make recommendations of ways to improve the efficiency of hospitals, physicians, and other provider utilization which impact Plan costs.

WORKER'S COMPENSATION

New contract language provides for the State to make all previously authorized payroll deductions from the net supplement where the supplement is large enough. The State shall first make health insurance, retirement, and union dues/agency fee deductions and other deductions that the supplement may accommodate.

Employees now may be placed on leave without pay for up to two days if they fail to attend a scheduled priority medical.

Upon favorable award by the Worker's Compensation Board, the employees leave credits charged for the period covered by the award will be recredited in full and may be used again for future absences attributable to the same injury or disease.

When an employee's vacation credits are restored and this causes the vacation accruals balance to exceed forty (40) days, the employee has one year from the date of return of the credits or the date of return to work, whichever is later, to reduce the total to 40 days.

EMPLOYEE DEVELOPMENT AND TRAINING

(1) LEAP

Funding: 1st year: \$1,200,000
2nd year: \$1,653,700
3rd year: \$1,653,700
\$200,000 in each of the second and third years of the Agreement will be specifically utilized for generic skills training; either specific to a given bargaining unit or to meet multiple bargaining unit training needs.

(2) TUITION REIMBURSEMENT

Funding: 1st year: \$615,000
2nd year: \$680,000
3rd year: \$680,000
Maximum tuition reimbursement the last two (2) years of the Agreement will be increased from \$500 to \$600.

(3) All other programs received increased funding, with the exception of the Orientation Program which is funded at \$100,000 per year of the Agreement. CSEA has the option to end their participation in some joint or state administered programs should we be dissatisfied with the progress and/or usefulness to our employee population. One such program will allow CSEA represented employees to take courses offered, previously, to only PEF or M/C represented employees.

SAFETY AND HEALTH

State/CSEA Safety and Health Committee chairperson will alternate semi-annually between CSEA and the State.

- Committee is funded \$450,000 for FY 1988-89, \$525,000 for FY 1989-90 and \$525,000 for FY 1990-91.
- Committee will monitor State's implementation of the VDT policy and recommend changes.
- Committee will monitor State's implementation of the Personal Protective Equipment Policy.
- Committee will address building air quality by working with appropriate State agencies.
- Committee will assist in mitigating or eliminating unsafe conditions.
- There will be \$600,000 per year in additional funding to provide for the cost of eye glasses in the new VDT vision plan.
- Joint Local Safety Committees are encouraged to apply for funding from the State/CSEA Safety and Health Committee.
- Safety and Health Grievance Procedure allows for step 3 decision review with a possible visit to the work site if there is a question of fact subsequent to the initial step 3 decision.
- The State will supply and replace required personal protective equipment. Employees are required to use issued equipment.
- The State and CSEA will work toward a smoke free environment by continuing to address the issue through discussion that will ensure work location input.

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Tentative CSEA/State contract highlights

Coalition contract general highlights

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PARKING

(Not applicable/DMNA)

The old language calling for the Parking Committee to develop a plan on allocations of employee parking spaces made available in parking facilities managed by the Bureau of Parking Services (OGS), by March 31, 1986 has been replaced with language calling for this plan to be developed and implemented during the term of this agreement.

A new memorandum of understanding dated March 23, 1988 provides for the following:

The current monthly parking fees covered by this memo remain in effect unless,

1. the revenue produced from the parking fees does not cover the operating costs of employee parking. Should this occur, the total fee schedule will increase no more than \$1.00 for surface parking, \$2.00 for covered parking and \$4.00 for covered reserved parking in any fiscal year. This cap shall continue in effect until March 31, 1991;

and

2. upon mutual written agreement between the parties for the construction of new parking facilities by the Bureau of Parking Services, the parking fee schedule may increase over and above number 1.

A second memorandum of understanding dated March 23, 1988 causes an adjustment to the fee schedule as a result of a new parking facility in Albany, New York referred to as the "787 Lot."

On the first day of the first full month in which parking is available in this lot, the Bureau of Parking Services monthly parking fee schedule will be as follows:

- Surface Parking — \$9.00 per month
- Covered Parking — \$18.00 per month
- Covered/Reserved — \$36.00 per month

The "787 Lot" will be State owned and will provide for about 700 parking spaces.

PRODUCTIVITY & QUALITY OF WORKING LIFE COMMITTEE

Funding has been increased for all three years of the contract:

- 1988-89 — \$1,540,000
- 1989-90 — \$1,700,000
- 1990-91 — \$1,700,000

EMPLOYMENT SECURITY

(Not applicable/DMNA)

Funding has been set at \$400,000 for each year of the agreement.

CHILD CARE

Substantial increased funding levels provide for \$2,900,000 the first year, \$3,150,000, the second year and \$3,400,000 the third year of the contract.

New language covering various provisions of this Article provide for the following:

Continuation of the New York State Labor-Management Child Care Advisory Committee which,

- a) shall examine the operations of the worksite child care centers and child care program,
- b) shall establish at least three (3) evening shift pilot programs at worksite child care centers,
- c) shall explore and if appropriate, participate in cooperative projects with other employers and lessors of State space where a worksite center is not feasible,
- d) shall continue to provide funds for start up and expansion of child care centers, training and generally support the development of child care programs. The Committee grant program will be expanded to allow for operating grants for the benefit of the centers,
- e) shall develop by January 1990 a Flexible Benefit Spending Program which will provide employees with the opportunity to increase spendable income by paying for all or part of selected benefits such as child care, elder care, and dependent care with pre-tax dollars.

Also, for employees using the centers, child care fees may be paid through payroll deductions.

EMPLOYEE BENEFIT FUND

The State's contribution to the CSEA Employee Benefit Fund will

be increased to \$530 in the first year; \$570 in the second year and \$610 in the third year of the agreement. Eligibility for coverage under EBF remains the same. It is anticipated that these increases in the employee contribution will preserve the current level of benefits. Additionally, the EBF will provide eye examinations for the new VDT Vision Program.

DISCIPLINARY PROCEDURE

All time and attendance Notices of Discipline will go to the Permanent Umpires, except where any employee has had two prior findings of guilt on non-time and attendance Notices of Discipline, the State may choose to use the regular disciplinary arbitration procedure.

Employees who are suspended without pay are entitled, upon payment of their portion of health insurance coverage, to have the State pay its portion of health insurance coverage for the full period of suspension without pay.

A person charged with committing a crime may be reassigned or suspended for a period of up to 30 days. If no Notice of Discipline is served within 30 days, the employee shall be reinstated with full back pay.

EMPLOYEE ASSISTANCE PROGRAM

Funds negotiated for the Employee Assistance Program are as follows:

- 1988-89 \$550,000
- 1989-90 \$675,000
- 1990-91 \$675,000

This represents an increase of \$400,000 for the term of the agreement.

PERFORMANCE EVALUATION

The Performance Evaluation article has been expanded to now include specific time frames in which appeals of "Unsatisfactory" evaluations must be heard. In addition, language was added mandating evaluations be done annually. CSEA representation throughout the appeals process is now a contractual right. The three member Statewide Board will continue, as is.

DEPARTMENTAL AGREEMENTS

(Not applicable/DMNA)

New language makes null and void "... any provision of the aforementioned departmental agreements which has been superseded by subsequent negotiations of any State/CSEA Collective Bargaining Agreement."

"Any provision not superseded shall continue for the term of this agreement."

"During the first year of the Agreement, the State and CSEA, at the departmental level, may meet to discuss continuation or elimination of any provisions that are not superseded. Any adjustment must be by mutual agreement."

ACCIDENTAL DEATH BENEFIT

The State will provide all children, who receive a death benefit pursuant to Article 42, with free tuition in the State University System, as long as they fulfill entrance requirements. There will be no funding limitation for this purpose.

SEASONAL APPENDIX

(Not applicable/DMNA)

1. Clearly indicated that holiday pay will apply for seasonal employees.
2. All seasonal employees (including the Park and Recreation Aide series) will receive the percentage increase or the prevailing wage rate, whichever is higher, as long as they are reemployed in the same title.
3. If the State or Federal minimum wage level is increased, such increase will be applied to appropriate salaries.
4. Employees not covered by the Attendance and Rules will now be entitled to three holidays per season.
5. Only employees who have at least three years of continuous service of 19 pay periods cumulative will now be eligible for injury leave.
6. A seasonal employee can now be off the payroll for six months without having to reapply for Health Insurance Coverage.
7. If a seasonal employee is appointed to a permanent position and meets certain criteria, they will receive seniority credit for actual time worked as a seasonal employee for purposes of job bidding.

Tentative CSEA/State contract highlights

Administrative Services Unit highlights

HOLIDAY OBSERVANCE

New provision reflecting present practice, "Consistent with General Construction Law and the attendance rules for the classified service, any of the above holidays which fall on Sunday shall be observed on the following Monday."

LEAVE FOR BEREAVEMENT OR FAMILY ILLNESS

Immediate family is defined by reference to the appendix on Attendance and Leave, "... as any relative or relative-in-law, or any person with whom the employee has been making his or her home."

MATERNITY AND CHILD REARING LEAVE

New section which provides that, "In the event that an employee is placed on authorized leave for maternity or child rearing purposes, the employee's shift shall be held for a maximum of three months. However, such hold shall not apply where the employee's shift no longer exists or would have otherwise terminated."

DOCTOR'S CERTIFICATE

New section providing for new employee requirements, "when the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of reasonable duration, and the employee shall be properly notified."

PERSONAL HISTORY FOLDER

New language establishes, "only one official personal history folder maintained for an employee. . . , with the employees written permission, his/her union representative may conduct such review without the employee's presence."

OVERTIME MEAL ALLOWANCE

New provision allows for payment to overtime eligibles of \$3.50 when the overtime worked is either three (3) hours before (and contiguous with) or three (3) hours after (and contiguous with) the employee's regular tour of duty.

Two (2) meal allowances will be paid to employees who work three (3) hours before and three (3) hours after.

Employees who are not eligible for overtime, and who work at least six (6) continuous hours on a pass day will receive \$5.50; those who work nine (9) continuous hours on a pass day will receive two (2) meal allowances.

CSEAP

Increased funding of the Clerical/Secretarial Employee Advancement Program to provide for \$850,000 the first year, \$900,000 the second year, and \$950,000 the third year. This is a total of \$2,700,000 over the term of the contract.

The CSEA Joint State/CSEA Labor Management Committees will undertake a review and evaluation of CSEAP for the purpose of establishing new directions and goals for the future.

This effort is to include:

1. the overseeing of a study to determine needs for the most effective methods of training;
2. review and evaluation of the overall delivery of services of the program;
3. expansion of information processing and computer training to ASU employees;
4. develop, and if feasible, implement a "new careers" training component to enhance ASU employees ability to move horizontally between different occupational job series;
5. establish a mechanism to examine where new opportunities will be created as a result of new technology with particular emphasis on potential training initiatives;
6. expand and make more effective training opportunities for ASU employees such as those currently provided under the transition training program;
7. develop, and if feasible, implement a comprehensive program to address the changing nature of support/clerical positions;
8. continue to promote and encourage through the state's departments, agencies, facilities, institutions and components thereof, the use of the Public Administrative Traineeship Transition Program (PATT), the Administrative Aide positions, the Paraprofessional Aide position (Program Aides), in the program areas, and the continued development of traineeships as an option to certain open competitive situations as well as the continued endorsements of opportunities for transfer of incumbent state employees to new occupational series.



\$9.45 million for child care provided in tentative contract

Child care provisions for CSEA members took a giant step forward in the tentative contract with the state.

The agreement calls for \$9.45 million to be spent on child care over three years. That compares to \$1.5 million spent over the previous three-year pact, said John Naughter, CSEA deputy director for contract administration. The tentative contract calls for expenditures of \$2.9 million in the first year, \$3.15 in the second and \$3.4 in the third.

"This is clearly demonstrative of the state's and the union's commitment to the continuance of day care," Naughter said. "It's more than a substantial increase, it's a comment on both parties'

commitment to day care. That links up with the Governor's Decade of the Child."

CSEA statewide Secretary Irene Carr, a member of the negotiating sub-committee on day care, said one of the big issues addressed by the sub-committee and in the contract is child care affordability.

The tentative agreement includes five major points on day care.

* Quality programs — The day care programs are not babysitting services. The programs are reviewed and revised and training is provided for both staff and boards of directors.

* Operating grants — Under the previous contract, grants were available only to help start worksite day care centers. The new agreement maintains those grants and adds a second type to help pay for operating costs. They are designed to "ensure quality and

contribute to the general affordability."

* Evening shift child care — The union pushed for and won a pilot program that will include at least three worksite centers to provide child care during the evening shift. If the three pilots are successful, the program will likely be expanded.

* Payroll deductions — Under the agreement, the state will initiate legislation that will allow members with worksite child care to pay for it through payroll deductions.

* Flexibility spending plan — The state will also work on legislation to take effect in 1990 that will increase members' spendable income by taking day care expenses from their gross income, before it is taxed. The plan is still in early stages and will be explained in depth during a "road show" that will allow members to learn and ask questions about the program.

Tentative CSEA/State contract highlights

Institutional Services Unit highlights

HOLIDAY OBSERVANCE

If a holiday falls on a Sunday and is observed by the State on Monday, it shall be observed on the actual date that the holiday occurs for employees required to work seven day-a-week coverage.

VACATION SCHEDULING

A block of time is defined as five or more consecutive work days.

DOCTOR'S CERTIFICATE

A doctor's certificate will not be routinely required for absences of four consecutive work days or less due to illness.

VERIFICATION OF PHYSICIAN'S STATEMENT

This article will now be entitled, "Medical Verification" for clarity.

INCOME PROTECTION REOPENER

This article was deleted from the Contract because it was obsolete.

PAYMENT OF OVERTIME

Payment of any overtime compensation shall be made at the close of the second bi-weekly payroll period following the period during which the overtime was earned.

EMPLOYEE DEVELOPMENT AND TRAINING

Additional funding was appropriated to improve existing training programs and to develop new programs such as: 1) apprenticeship programs for direct care workers, and, 2) academic credit for in-service training programs. The programs, as well as the funding, will be administered jointly by C.S.E.A. and the State of New York.

SAFETY AND HEALTH MAINTENANCE

Communicable Diseases: a) Visible indicators will now be posted for patients pending final diagnosis; b) The State, at its expense, must maintain current policies for testing and immunization of employees exposed to Hepatitis B.

REVIEW OF PERSONAL HISTORY FOLDER

There has been a reduction of time in two areas: 1) Employees' requests to review their personal history folders, and, 2) removal of adverse material from an employee's personal history folder.

OVERTIME MEAL ALLOWANCE

Overtime eligible employees may now receive overtime meal allowances for working at least six hours on days other than their regular work day.

OUT-OF-TITLE WORK

In the event that a monetary award is made due to out-of-title work, the State will now make every effort to pay the affected employee within three bi-weekly payroll periods, after the issuance of such award.

DISTRIBUTION OF OVERTIME

(A) If an employee refuses a voluntary overtime assignment, his or her name moves to the bottom of the voluntary overtime list. (B) An employee off duty at the time of a mandatory overtime assignment shall retain his or her position on the mandatory overtime roster.

UNIFORMS

Seven additional titles were added to the Uniform Maintenance Allowance and the Work Related Clothing Allowance. The allowances are as follows: Uniform Maintenance Allowance—\$40 per part-time employee each year of the Contract; \$60 per full-time employee each year of the Contract, and Work Related Clothing Allowance—\$30 per employee each year of the Contract.

RECALL PAY

Recall is now defined in the Contract as unscheduled overtime not contiguous with the employee's scheduled work period.

* * *

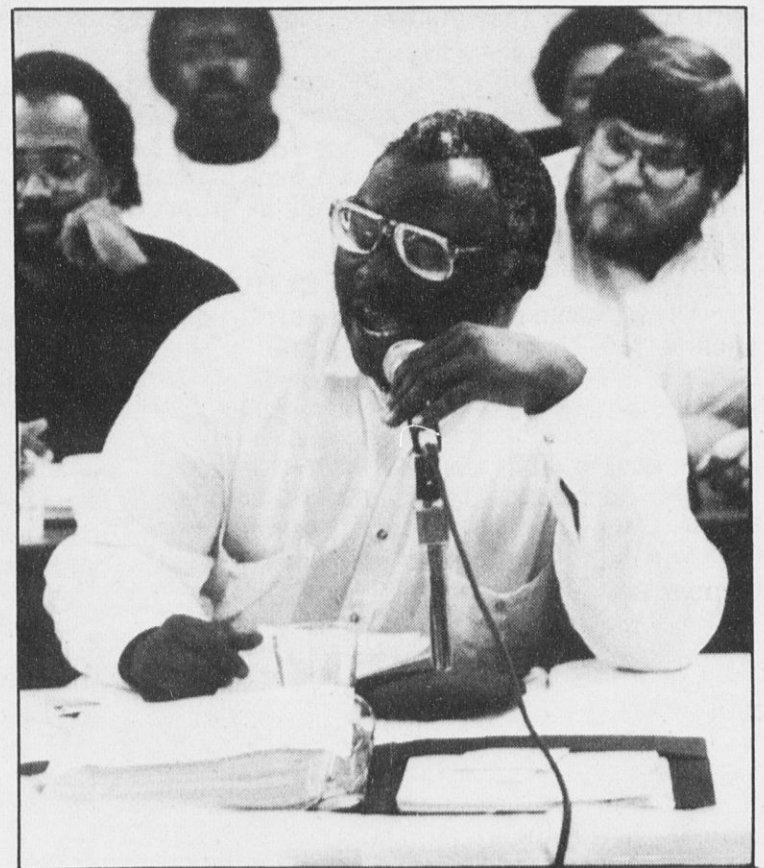
The following are examples of articles that the State demanded to delete from the present Contract:

- (a) sections of the Seniority Clause;
- (b) all of the Posting and Bidding Article;
- (c) curtailment of some of the current training programs;
- (d) the Hepatitis B Testing and Immunization Program;
- (e) the funding for our Working Conditions Program;
- (f) the Work Related Clothing Allowance;
- (g) the funding for the Employee Enhancement Program;
- (h) the General Hospital Duty Per Diem Allowance.

The Institutional Services Unit Negotiating Committee was able not only to retain the above listed articles, but was able to make improvements in several of them.



TELLING IT LIKE IT IS — Members of CSEA negotiating teams tell representatives of the Governor's Office of Employee Relations about problems state employees face on-the-job during bargaining sessions leading up to tentative agreements. In the above photo, Tom Ward, a painter at Elmira Psychiatric Center and member of CSEA's Operational Services Unit team, addresses members of the state's negotiating team across the table from him. At right, Bill Jordan, a youth division aide III from Buffalo, is emphatic in making his point. Jordan is a member of CSEA's Institutional Services Unit negotiating team.



Tentative CSEA/State contract highlights

Operational Services Unit highlights

HOLIDAY OBSERVANCE

1. Consistent with the General Construction Law and the Attendance Rules, all holidays which fall on Sunday shall be observed on the following Monday.

2. In view of the fact that Monday, December 26, 1988 will be observed as the official State Christmas holiday, and Monday, January 2, 1989 as the official State New Year's Day holiday, employees whose work schedule includes December 25, 1988 and/or January 1, 1989 shall observe the holiday on those dates, or, if required to work, may receive additional compensation or compensatory time off in accordance with Section 7.14 (3/20 premium pay). In such event, for these employees, December 26, 1988 and January 2, 1989 will not be considered a holiday. This section allows for payment or time off on the actual holiday if that day is part of your regular schedule.

Employees for whom the Christmas Day holiday is December 26, 1988 and who receive holiday pay for holidays worked are eligible for such pay on December 26 (not at 3/20 rate). For those employees, December 25 is not a holiday.

VACATION SCHEDULING

If a vacation request is denied, a written reason for that denial must be provided.

MEDICAL CERTIFICATES

Recognizing that there may be occasions when an employee desires that the content of a medical certificate be kept strictly confidential, the State shall designate one person in a particular department, agency or facility to receive the medical information and transmit the authorization for use of sick leave credits and/or anticipated date of return to duty back to the employee's immediate supervisor.

This procedure will not be routinely used by employees except in instances where extreme confidentiality concerns exist. Where the agency/facility head determines that this privilege is being abused by an individual employee, the privilege may be discontinued for that employee at agency discretion.

PROBATIONARY LEAVE

A permanent, competitive or non-competitive employee accepting appointment to a position at a higher salary grade will be granted a leave of absence, for the period of his/her probation period, whether the appointment is within the same agency or another agency. Labor class employees shall be granted the leave only when the appointment is within the same agency.

APPRENTICESHIP TRAINING

The Joint Apprenticeship Training Program will be continued with funding in the following amounts: 1988-89, \$800,000; 1989-90, \$900,000; 1990-91, \$900,000.

In addition to the formal apprenticeship and journey level training currently provided, the joint committee will also be charged with the responsibility to develop programs regarding practical skills for lower level positions. The object of such programs will be to increase promotional opportunities as well as improving performance in present jobs.

SAFETY EQUIPMENT

Any personal protective equipment required by a department or agency shall be supplied by the State. Where such equipment is required and issued, employees are required to utilize it. Worn or absent equipment shall be promptly replaced.

ROUTINE OUTDOOR MAINTENANCE WORK

Additional language addresses scheduling of such work during periods of extreme wind chill or extreme heat. Where such work is unavoidable, employees should be informed as to how to best protect themselves.

OVERTIME MEAL ALLOWANCES

A chart will be provided in the Contract so that meal allowance entitlement is clearly indicated.

Overtime meal allowances will not be paid on a holiday unless the employee is in an overtime capacity on that holiday.

Overtime meal allowances will be processed for payment at the same time that the overtime itself is processed.

LABOR/MANAGEMENT MEETINGS

Statewide Labor/Management meetings will be held quarterly to conform with ASU and ISU Agreements.

REIMBURSEMENT FOR PROPERTY DAMAGE

The maximum claim for reimbursement shall be increased from \$250 to \$350.

WORK LOCATION, SHIFT AND PASS DAY ASSIGNMENTS

Under Article 50.4, the employee's work location, shift and pass days must be held for three months. That is not clear under the present language.

EMPLOYEE IDENTIFICATION

The State will replace ID cards as a result of normal wear and tear and/or in order to adequately reflect an employee's appearance and personal data.

DOT - WINTER MAINTENANCE

1. Employees who shift, in accordance with Contract language, shall receive \$300 for each of the winter maintenance seasons covered by the Contract. No employee, receiving shift pay in accordance with this provision, shall receive inconvenience pay for the same period.

2. The call-out response plan will be modified to provide a payment of \$300 for those employees who respond to at least 95% of the calls.

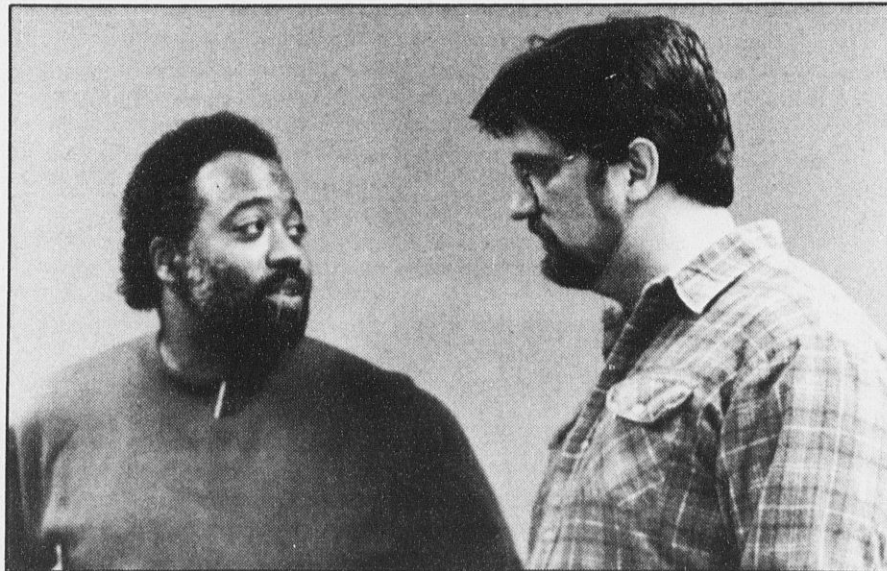
3. **Shift Assignments** - Where shifts are established and regional special crews, residency special crews and non-special crew personnel are integrated for the primary purpose of snow and ice control, assignments to shifts shall be made from among those employees subject to the provisions of Article 50. Regional special crew personnel so integrated shall have only their regional special crew seniority credited for purposes of shift assignment. Residency special crew personnel so integrated shall have their residency/sub-residency seniority credited for purposes of shift assignment.

Special crew personnel not primarily assigned to snow and ice control, if shifted, shall be assigned to shifts, subject to the provisions of Article 50.

Overtime Rosters - The overtime rosters established for each shift shall be comprised of all employees (including certain special crew personnel) who are assigned primarily to winter snow and ice control. Special crew personnel who are primarily assigned to non-snow and ice control work and are assigned to a shift as needed for snow and ice control, shall be placed at the bottom of the overtime roster for that shift.

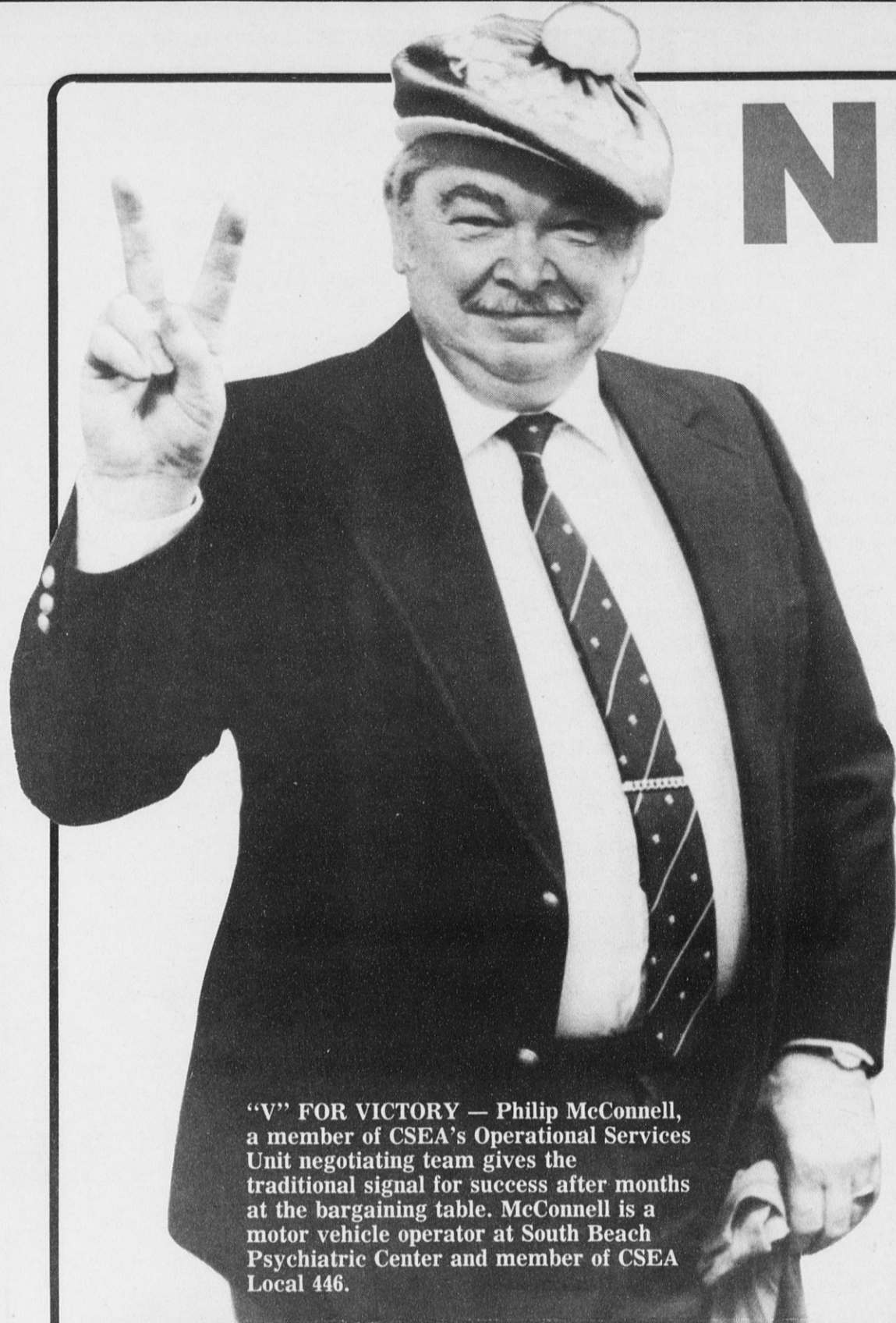
WORK CLOTHING

Total allowance will be \$720,000, \$770,000 and \$820,000 for the respective years of the Agreement. The State and CSEA will oversee the distribution of funds. Labor and Management at the local level shall meet to determine the method of distribution of funds available to them. **Distribution options will include cash allowance, purchase or rental.**

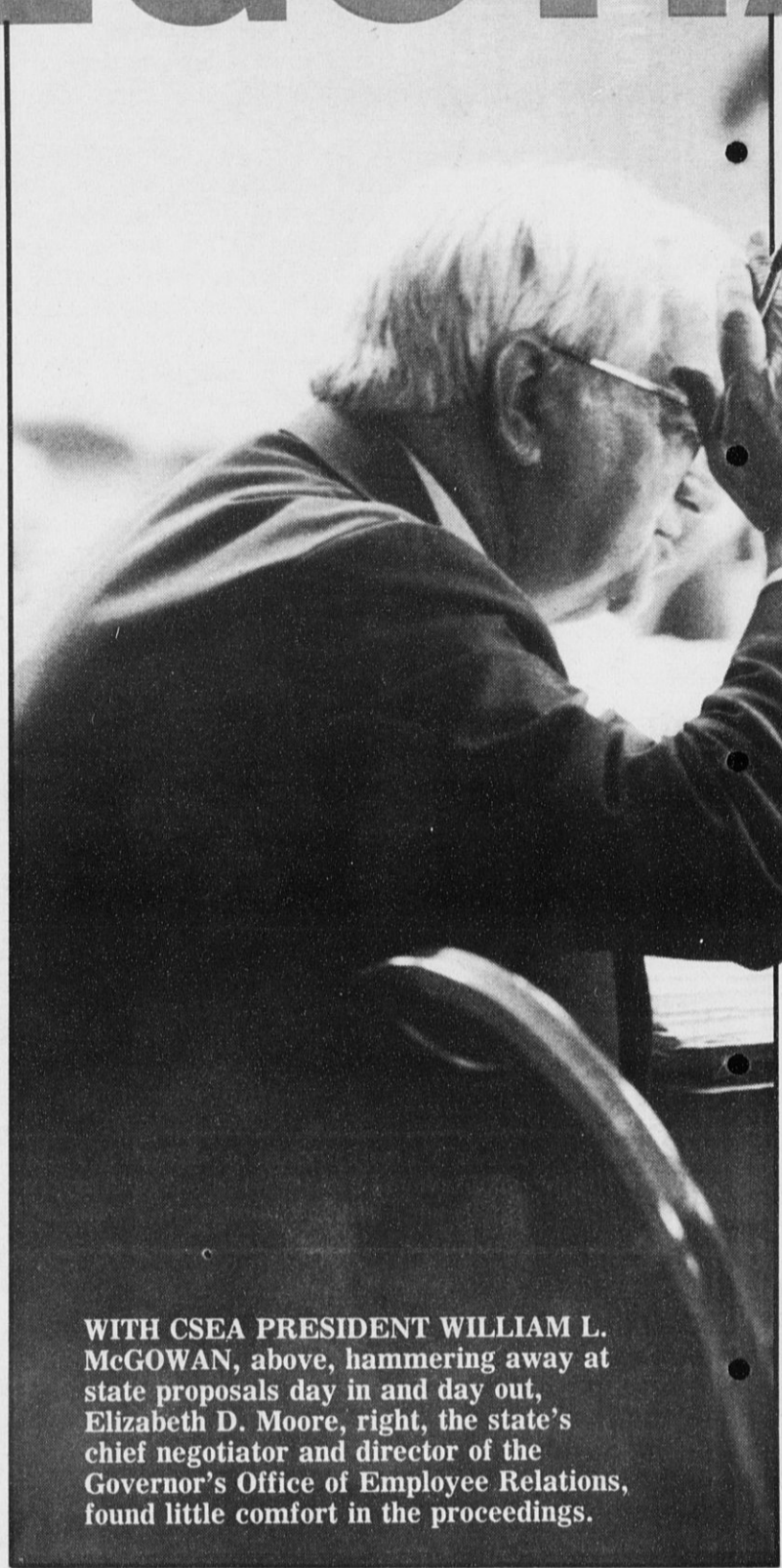


CSEA OPERATIONAL SERVICES UNIT negotiating teams members Tony Bailous, left, and Frank Celentano discuss an issue raised at the bargaining table.

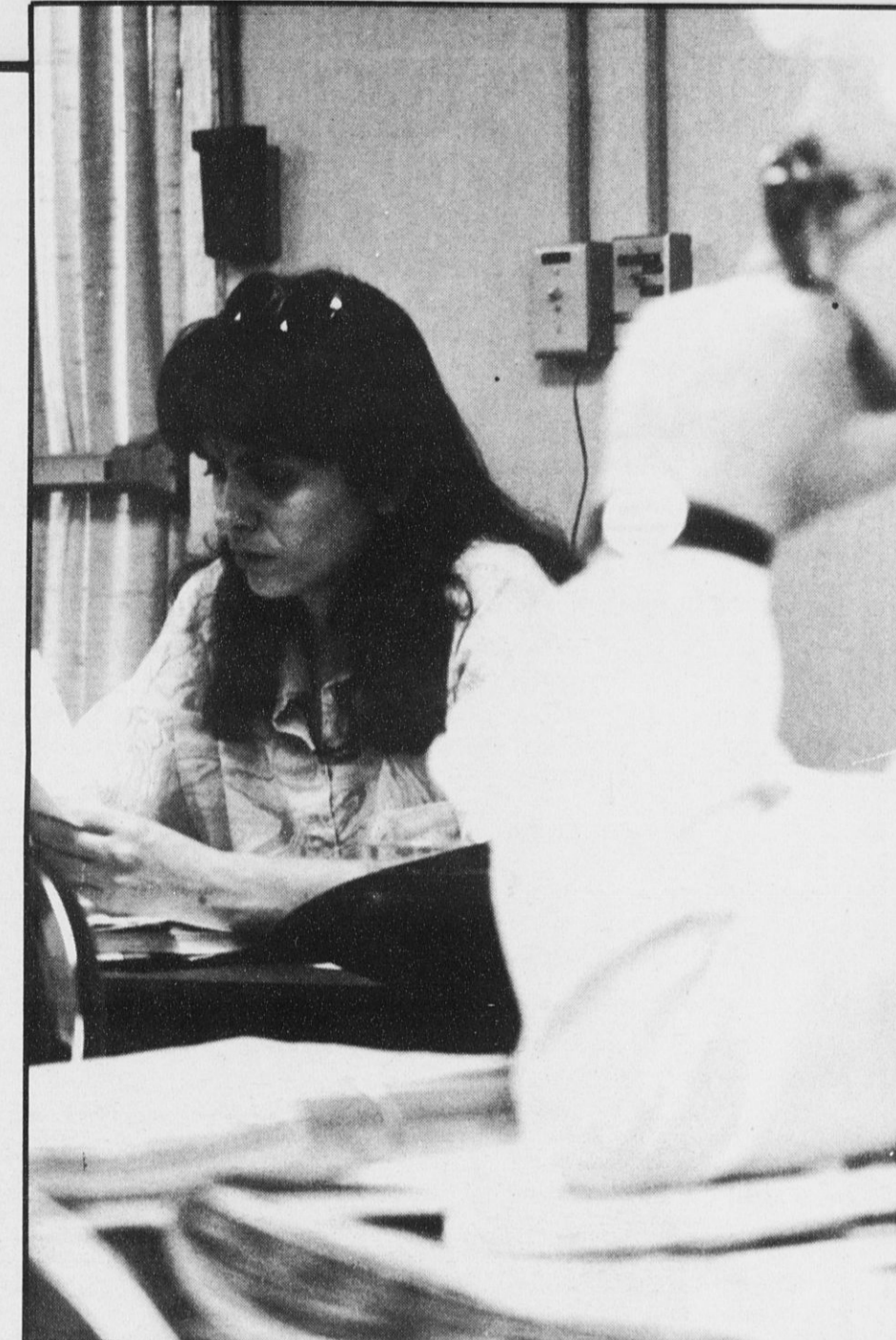
NEGOTIATIONS



"V" FOR VICTORY — Philip McConnell, a member of CSEA's Operational Services Unit negotiating team gives the traditional signal for success after months at the bargaining table. McConnell is a motor vehicle operator at South Beach Psychiatric Center and member of CSEA Local 446.



WITH CSEA PRESIDENT WILLIAM L. MCGOWAN, above, hammering away at state proposals day in and day out, Elizabeth D. Moore, right, the state's chief negotiator and director of the Governor's Office of Employee Relations, found little comfort in the proceedings.



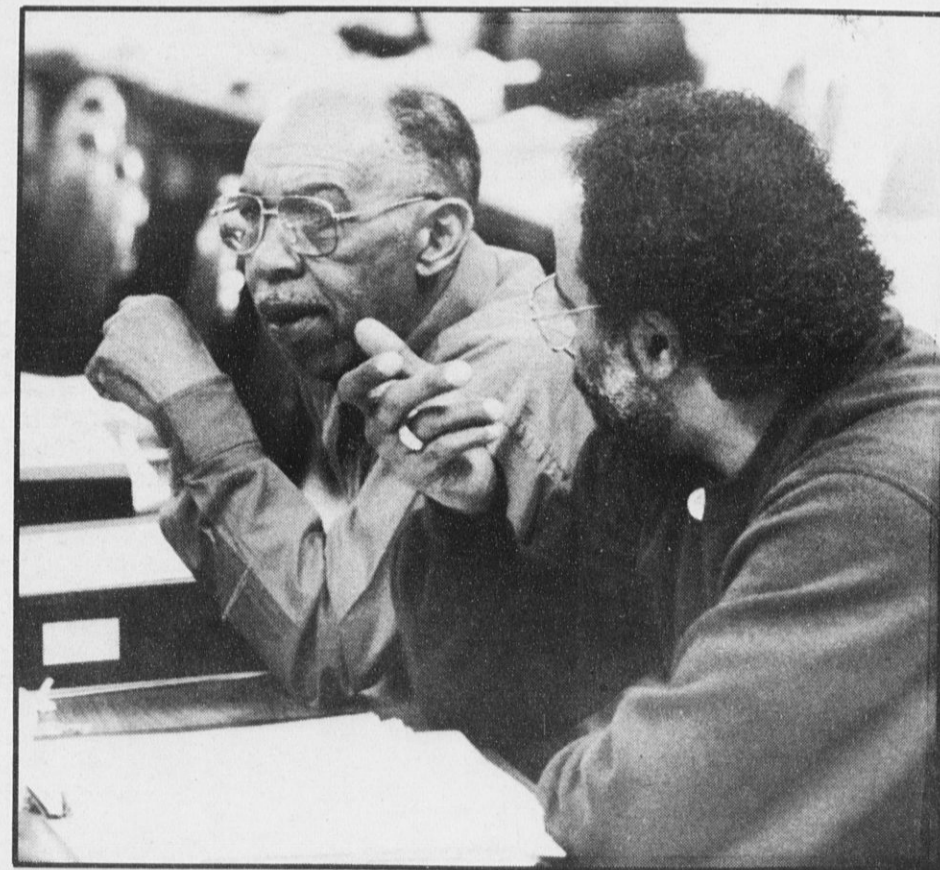
INTENSITY is evident in the face of Marcia Grant, a member of CSEA's Administrative Services Unit team. Grant is a keyboard specialist I and member of Great Meadow Correctional Facility Local 157.



CSEA DMNA NEGOTIATING TEAM members Sue Stelmack, president of Division of Military and Naval Affairs Headquarters CSEA Local 277, and Roy Seabrook, president of Metro Region Army Employees CSEA Local 254.



CSEA PRESS CONFERENCE announcing tentative agreement. From left, CSEA President William L. McGowan, chief negotiator Ernest Rewolinski and chief counsel Marjorie Karowe.



DISCUSSING A POINT during negotiations are members of CSEA's Operational Services Unit team. Robert Dorsey, left, is a general mechanic with Long Island InterCounty State Park.

Tentative CSEA/State contract highlights

Div. of Military and Naval Affairs highlights

P.E.O.P.L.E.

D.M.N.A. employees may now elect to have P.E.O.P.L.E. deductions.

PRE-SHIFT BRIEFING/LINE UP PAY

Firefighters and Airbase Security Guards will be required to assemble for briefing 15 minutes prior to the commencement of their tours of duty and shall receive \$20 per week, \$1,040 per year, additional compensation for such required assembly.

ATTENDANCE AND LEAVE

No employee shall be required to use leave credits in excess of 15 minutes unless such time has actually been used.

HOLIDAY OBSERVANCE

New language provides for compensatory time when a holiday celebrated by the State falls on an employee's pass day which is other than a Saturday or Sunday.

PERSONAL HISTORY FOLDER

An employee, with mutual consent of his/her supervisor, may eliminate a report of adverse working conditions from the personal history folder at anytime. Under some circumstances they may also remove disciplinary actions.

OVERTIME ROSTERS

Overtime rosters shall be posted in a conspicuous location for all employees to review.

POSTING AND JOB VACANCY

All job vacancies shall be posted and a copy of such notices shall be sent to the C.S.E.A. Local President and C.S.E.A., Inc.

PEACE OFFICER TRAINING

The State has committed itself to working with C.S.E.A. to seek this benefit for the appropriate employees.

USE OF PERSONAL VEHICLES

The State will now pay 7 cents per mile, in addition to the normal 20.5 cents per mile, for use of a bargaining unit employee's personal vehicle, when authorized to transport building or construction materials.

MILITARY STATUS (DUAL STATUS)

Employees who are required to maintain Air National Guard status in order to remain in their State position, and have completed 10 years of service in that position, shall have the option of reenlisting or not reenlisting in the Air National Guard and will be able to continue their current position without suffering any loss in status or benefits as a consequence of their decision.

FIREFIGHTER'S OVERTIME

C.S.E.A. agreed to exclude bona fide meal periods and sleep periods from "time worked" for the purpose of overtime calculations. Firefighters will be granted up to eight hours of sleep time per night and will be granted two one-hour meal periods per day, which will not be included in calculating overtime. Any time a firefighter is required to work during either the bona fide meal or sleep period, the time actually spent working will count in calculating hours for overtime purposes. If the firefighter cannot get at least five hours of uninterrupted sleep in any night, the entire night is considered to be time worked for overtime purposes as per the Fair Labor Standards Act.

FIREFIGHTER WORKDAY/WORKWEEK

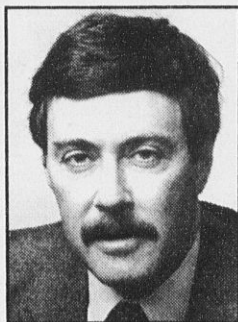
C.S.E.A. agreed to delete language which freezes the current workday/workweek. This allows C.S.E.A. and the State to negotiate in a labor/management forum changes in the workday/workweek schedule for firefighters if ever the need arises on either side.

JOB CLASSIFICATIONS

The State will now provide to C.S.E.A. copies of any new or revised tentative classification specifications and standards for titles in the D.M.N.A. Unit. C.S.E.A. will have 30 calendar days to review and comment prior to the specifications and/or standards adoption.

Questions and answers about health benefits

The health insurance and benefits section of the tentative CSEA/state contracts are of interest to all employees covered by the agreements. *The Public Sector* posed a number of questions in this area to Tim Mullens, director of the CSEA/NYS Joint Committee on Health Benefits.



MULLENS

Q. Will the annual Major Medical deductibles increase during the term of this agreement?

A. No. The deductibles will remain at \$130 per person, not to exceed three deductibles in a family unit.

Q. If I go to an Empire Plan Participating Provider for X-rays or laboratory services, what is my co-payment?

A. Your co-payment will be \$5 per encounter; this means that no matter how many X-rays you receive during that visit, it will cost you a flat \$5 for X-ray services. The same applies to lab services; even if 20 different tests are done from that one visit, the co-pay will be \$5 for all lab services. Therefore, if you went to a Participating Provider and he/she examined you and also took several X-rays, you would be responsible for a \$5 office visit co-payment and a \$5 X-ray co-payment.

Q. Why is an office visit, lab or X-ray co-payment necessary?

A. The claims experience for Participating Providers showed that the number of office visits, X-rays and laboratory services increased from 200% to 400% in 1987 over 1986. It is a well known fact that doctors tend to provide excessive testing if no cost sharing is involved. Doctors will be more reluctant to prescribe unnecessary follow-up visits and unnecessary X-rays and blood tests if they know that such services are not completely cost free. By the same token, employees will be able to be more assertive in dealing with their doctors by asking the doctor: "Is a follow-up visit really necessary because it will cost me both time off from work and \$5?"

Q. Will I have to pay a \$5 co-payment for Emergency Room visits or for outpatient services provided by a hospital, such as physical therapy, radiation therapy or hemodialysis?

A. No. The \$5 co-payment only applies to Participating Provider office visits, Participating Provider outpatient X-rays and Participating Provider Laboratory services. Eligibility and reimbursement for Emergency Room visits and hospital outpatient services are unchanged. Also, no co-payment is required for routine pediatric office visits through Participating Providers.

Q. This year I took my child to a Participating Provider for routine pediatric immunizations; the cost of the injectable substances was not covered. Will it be covered in the future?

A. Yes. Effective 1/1/89, the cost of pediatric injectable substances will be a covered benefit under The Empire Plan.

Q. In 1987, I was enrolled in an HMO and paid more bi-weekly than someone enrolled in The Empire Plan; in 1988 my HMO deductions dropped to zero. Why did this happen and what will I pay for my HMO next year?

A. In 1987, most HMO family policies required an employee contribution; some were less than Empire, some were about the same and some were much higher. In 1988, the State had to pay at least as much for HMO coverage as it pays for their share of the Empire Plan. The Empire Plan costs went up so much for 1988, that the State's share exceeded the total cost of each HMO which made HMOs cost free to employees for 1988. Effective 1/1/89, employees in both The Empire Plan and in HMOs will be required to pay 10% of the cost of Individual coverage and 25% of the cost of Family coverage.

Q. Will I still be able to change from The Empire Plan to an HMO or vice-versa?

A. Yes. The Option Transfer Period will take place in November of each year.

Drivers tell board at every meeting

We're back for our contract!

By Charles McGeary
CSEA Communications Associate

ELBRIDGE—"HERE WE ARE AGAIN!"

That was the collective message from a group of school bus drivers and their families to the members of the Jordan-Elbridge school board at the board's recent meeting.

Members of the CSEA unit at the school, led by President Betty Hewitt, have spoken out at every school board meeting in the past few months in an effort to obtain a contract for the bus drivers.

"We want every board member and every taxpayer in the Jordan-Elbridge School District to know we are unified to continue the good fight until we have a fair contract offering protection," Hewitt said.

The contract dispute began last April when the school was reluctant to have bus drivers select CSEA as their union representative. Negotiations on an initial contract got off to a slow start and delaying tactics by management negotiators caused talks to drag on for months.

"We called in a mediator from the Public Employment Relations Board (PERB) and got nowhere," Hewitt said. "We finally went to fact finding. Although there was much in the fact finder's report we didn't particularly like, we agreed to accept it in an effort to move forward toward an agreement."

Negotiations reached a stalemate when the school board refused to accept the fact finder's report and, instead, requested a super conciliator be assigned by PERB.

Hewitt said drivers are frustrated by the board's latest stalling tactics and wonder why PERB should be called back to the table after management rejected the PERB-appointed fact finder's report.

"This entire contract issue could be settled in one meeting if the school board really wanted to bargain in good faith," claimed Hewitt. "Money is not the primary issue. We want contract language that will protect us with binding arbitration. And we intend to hang tough until we get it."

The unit's position is supported by Onondaga County CSEA Local 834 President Dale King, CSEA Region V President Jim Moore and many other CSEA union officers who work and live in the area, according to Hewitt.



CSEA UNIT PRESIDENT Betty Hewitt makes a strong point to members of the Jordan-Elbridge school board during a recent meeting. CSEA-represented school bus drivers have worked without a contract for the past year.

— Photo by J.R. Ribken, *The Citizen*, Auburn, NY

"This entire contract issue could be settled in one meeting if the school board really wanted to bargain in good faith."

Cattaraugus workers moving out, moving up

OLEAN — Years of complaints from CSEA that many Cattaraugus County employees have been forced to work in inadequate and unsafe facilities should be coming to an end.

About 150 Cattaraugus County employees have moved out of the problem-plagued Shafer Building and into temporary worksites pending construction of a new 90,000 square-foot facility to house the county operations. CSEA had complained for years that conditions at the Shafer Building were hazardous and inadequate. Problems cited by the union included overcrowding, inadequate heating and air conditioning systems, hazardous electrical fixtures and poor ventilation.

"We're quite pleased," said CSEA Local 805 President Tim Anderson of the county's plans to construct a new facility near the Southern Tier Expressway about four minutes from downtown

Olean. "This is the choice we would have made also. It's centrally located, and plenty of parking will be available, which was another problem at the Shafer Building site."

The new facility is expected to be completed in early 1989. Meanwhile county workers have moved to temporary quarters at several sites in the Olean area.

CSEA Western Region President Robert Lattimer praised Local 805 officers and activists for continually pointing out the many problems associated with the Shafer Building location. Lattimer singled out the efforts of Anderson, John Ostergard, Michelle Hoffman, Paula Mohr, Don Snyder and Jerry Helfer. He also commended the county legislature for moving to correct the worksite problems by constructing a new facility.

CSEA attorneys to argue three major cases State's highest court to rule on exam scoring, pensions, parking

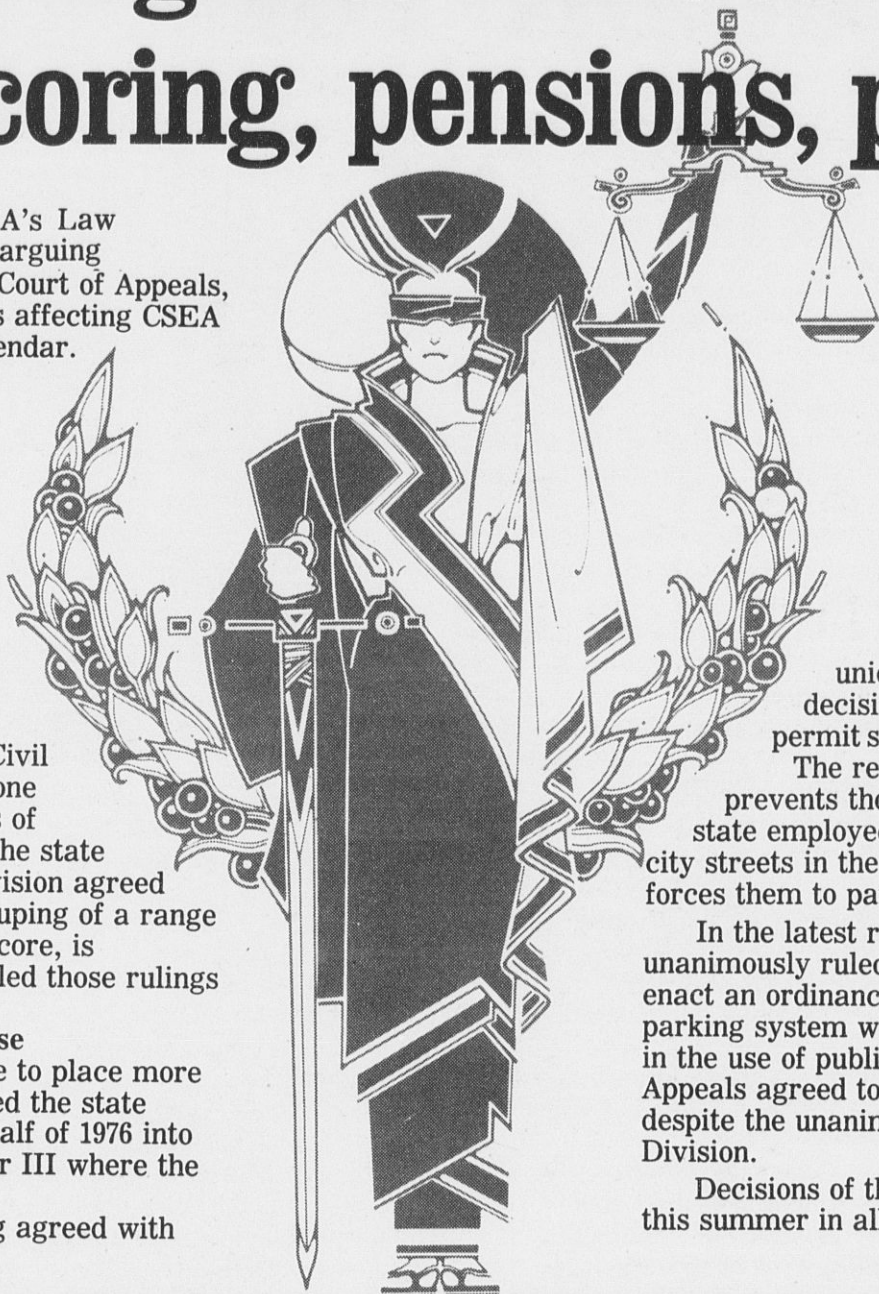
ALBANY — Attorneys from CSEA's Law Department will be busy this month arguing constitutional issue cases before the Court of Appeals, the state's highest court. Three cases affecting CSEA members are on the high court's calendar.

Before this month is out, CSEA attorneys will argue cases which could (1) affect the scoring of competitive civil service examinations; (2) change the retirement system status of more than 5,000 public employees and (3) restore on-street parking for thousands of public employees in downtown Albany.

Competitive exam scoring issue
CSEA has already won two lower court decisions preventing the state Civil Service Commission from using a "zone scoring" method in tabulating results of competitive civil service tests. Both the state Supreme Court and the Appellate Division agreed with CSEA that zone scoring, the grouping of a range of exam scores together as a single score, is unconstitutional. The state has appealed those rulings to the high court.

Retirement system case
CSEA is seeking to force the state to place more than 5,000 public employees who joined the state retirement system during the latter half of 1976 into Tier II of the system, rather than Tier III where the state assigned them.

A 1986 state Supreme Court ruling agreed with



CSEA that the constitutional rights of public employees who joined the system between July 27 and Dec. 31, 1976, were violated because the state placed them in the wrong tier of the multi-tiered retirement system. That decision was overturned last July by the Appellate Division of state Supreme Court upon appeal by the state. CSEA is appealing that ruling to the Court of Appeals.

On-street parking
CSEA and other public employees unions have won a pair of court decisions seeking to invalidate a parking permit system instituted by the city of Albany. The residential permit system effectively prevents thousands of commuters — mostly state employees — from parking on residential city streets in the downtown area of Albany and forces them to park far away from their work sites.

In the latest ruling, the Appellate Division unanimously ruled Albany lacks the authority to enact an ordinance creating a residential permit parking system which grants city residents a priority in the use of public streets. The state Court of Appeals agreed to hear an appeal from the city despite the unanimous ruling of the Appellate Division.

Decisions of the Court of Appeals are expected this summer in all three cases.

Edward Thorngren, 49

Investigations continuing into on-the-job mishap which claimed life of member in White Plains

WHITE PLAINS — An investigation continues into an on-the-job accident that killed a 49-year-old CSEA member. CSEA officials said they plan to address safety issues with the city once the official investigation is complete.

Edward Thorngren, an award-winning employee of the White Plains Water Maintenance Department, was killed when an unoccupied department maintenance truck apparently slipped out of gear and rolled backwards into an excavation where Thorngren was working. Police said Thorngren died of skull fractures and brain lacerations when the truck rolled into the hole where he was replacing a broken water tap.

White Plains CSEA Unit President Joseph Roche said Thorngren was a popular person and his co-workers are mourning his death.

"It was hard on everybody because everybody is close," said co-worker James Woodbury. "This touches everybody. We're all going to miss him."

Thorngren had worked for the city since 1960, and was a member of the department's three-man championship water-tapping team. He was preparing to compete in the upcoming national championships in Florida.

"We don't want a repeat of this incident," Roche said of the union's plans to meet with city officials to discuss safety issues. "The city is just as interested in safety as we are."

Police said the maintenance truck was apparently parked on an inclined driveway before it rolled backwards into the hole. The investigation will determine whether wheel chocks designed to prevent the vehicle from rolling were in use at the time. A co-worker and a resident both witnessed the mishap, police said.

Thorngren is survived by his wife, Mary, a son and two daughters, his mother, five brothers and four sisters.

AIDS and You!

CSEA, state unveil worker training plan

By Stephen Madarasz
CSEA Communications Associate

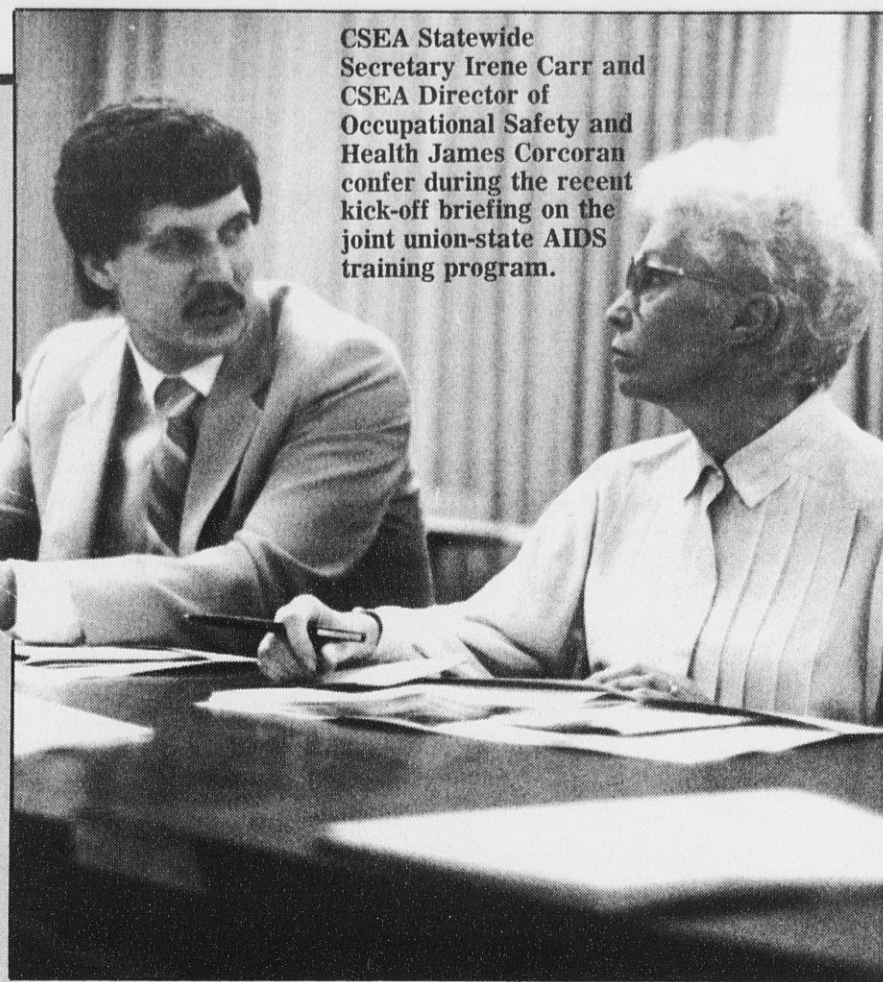
Each new case of AIDS at New York state facilities no longer has to create a crisis because workers will soon have the information they need to respond effectively and responsibly.

Under a joint program developed between CSEA, the state and other public employee unions, comprehensive training is now underway for the entire state workforce. General training will be provided to most state agencies and departments, while specialized sessions will be conducted for health care workers.

"This is a giant step forward," said CSEA President William L. McGowan. "Lack of information and understanding about this problem has caused fear in a lot of worksites. Now workers can get straight answers."

The statewide training is already underway with a series of briefings for management and union officials. These sessions will be followed by a "train the trainers" program. Participants in that program will then begin providing worksite sessions for the rank and file.

"Our basic concern is that everyone receive the same information and that the state makes sure that its facilities are



CSEA Statewide Secretary Irene Carr and CSEA Director of Occupational Safety and Health James Corcoran confer during the recent kick-off briefing on the joint union-state AIDS training program.

following the appropriate procedures," offered CSEA Director of Occupational Safety and Health James Corcoran. "CSEA's field experience has seen a serious inconsistency on how AIDS has been addressed from facility to facility and department to department — and there's not much room for error."

Even so, for most public employees there is not a great cause for alarm in the normal course of activities. While researchers are learning new information about AIDS every day, there has been no change in the understanding of how it is transmitted.

AIDS is not passed on through casual contact. The most likely ways to contract AIDS are through unprotected promiscuous sexual activity or intravenous drug use with shared needles.

Even health care workers who deal directly with AIDS patients every day do not appear to be at any greater risk of contracting AIDS than the general public, as long as they follow appropriate health and safety procedures.

These include:

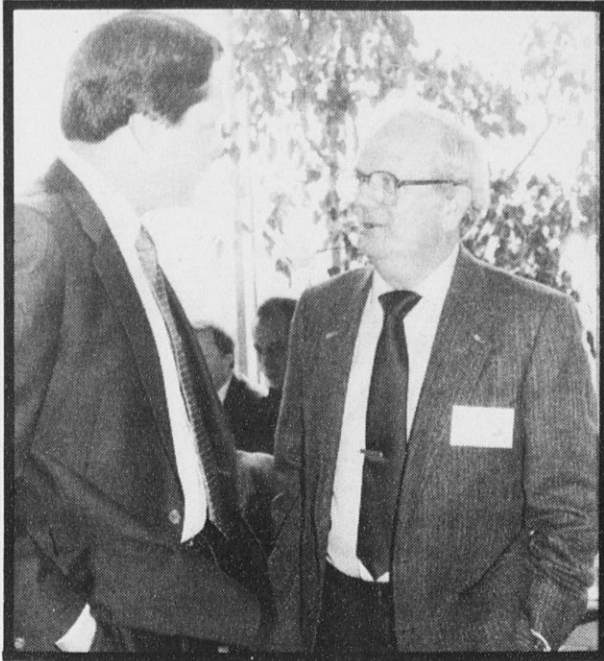
- *Wearing gloves, and sometimes, protective eyewear and gowns if it is likely you will come in contact with blood or bodily fluids — handle any situation of that kind as if the patient has AIDS;
- *Hands and other skin surfaces should be washed immediately after exposure to blood or bodily fluids — Also wash hands immediately after removing gloves;
- *Take precautions to prevent injuries caused by needles scalpels or other sharp objects during procedures and when cleaning instruments or discarding needles; and
- *Although saliva has not been implicated in AIDS transmission, it has been linked to the transmission of other diseases. So, to minimize the need for emergency mouth-to-mouth resuscitation; mouthpieces, resuscitation bags and other ventilation devices should be readily available in areas where they might be needed.

Precautions should also be taken to separate blood soiled laundry and laundry of patients known to have disease. Personal protective equipment and clothing should also be available for laundry workers.

"These guidelines don't just apply to AIDS," stressed Corcoran. "They're appropriate for most communicable disease such as hepatitis B. Unfortunately, until AIDS came along, a lot of health care facilities had become lax about following proper procedures to the letter."

CSEA believes that the AIDS training sessions will not only provide important information but also send a clear message that facilities will be held responsible for enforcing health and safety guidelines.





Assemblyman Joseph Sawicki, left, responds to questions from CSEA member Tom Stapleton.



CSEA Region I President Danny Donohue, center, and Region I Political Action Chairperson Mike Curtin, left, greet Senate Labor Committee Chairperson James Lack, second from right, and Senate Civil Service and Pensions Committee Chairperson Cesar Trunzo at the region's annual Political Action Breakfast. Also pictured is CSEA Suffolk Retiree Local 920 member Al Stein, right, who thanked the Senators for their leading efforts to secure pension supplementation for retired public employees. The event is an opportunity for CSEA regional and statewide political action committee members and Political Action Liaisons (PALS) to meet and talk over issues with their legislators.



Senator Michael Tully, center, makes a point to Nassau County Medical Center CSEA Unit President Jack Geraghty and Long Island Developmental Center CSEA Local 430 President Joe LaValle. Tully has been actively involved in efforts to deal with the state's nursing crisis.

Region I Political Action Committee Breakfast at the capital

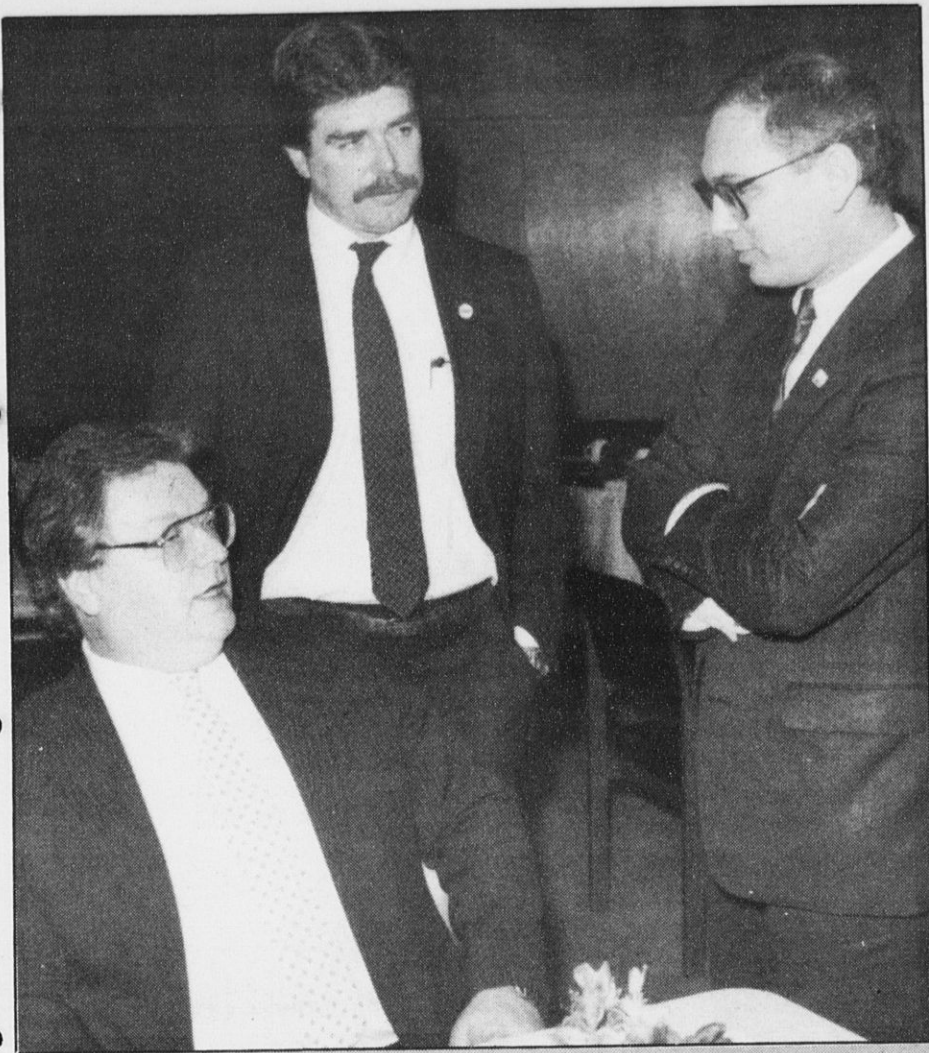


Deputy Senate Majority Leader John Dunne, third from right, joins with CSEA members, from left, Carol Guardiano, Barbara Harrington, Tom Gargiulo, Barbara Cogswell and Joan DiBernardo.



Assemblyman Charles O'Shea poses with Nassau County CSEA Local 830 First Vice President Rita Wallace. O'Shea won his seat in a special election last year with CSEA backing.

Region IV PAC effort



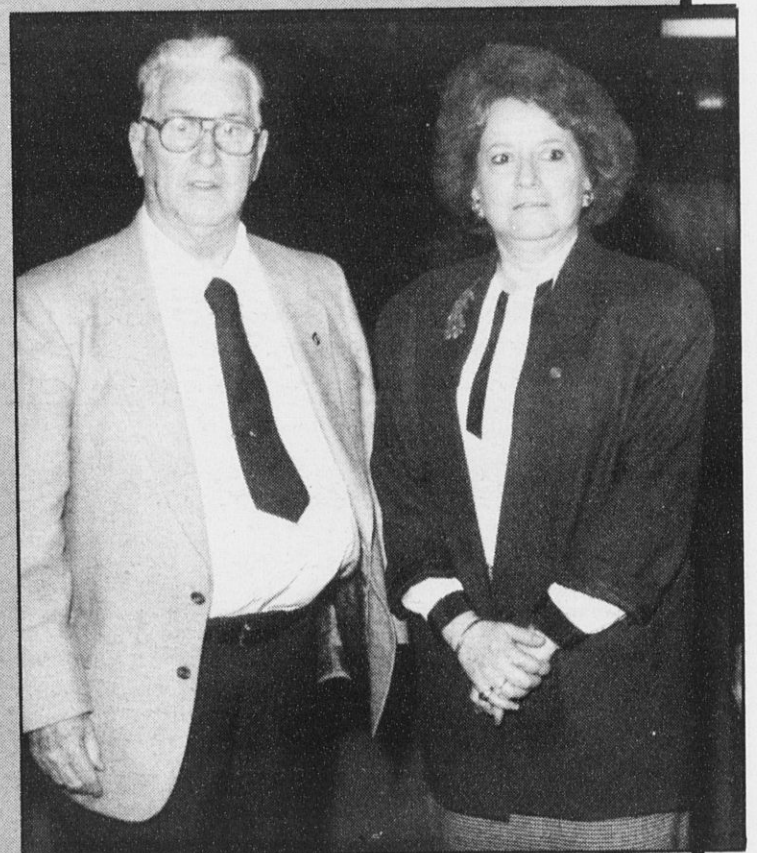
PAC COORDINATOR Edward LaPlante, left, and PAC Chairperson Bill Burdick, center, talk with Assemblyman Paul Tonko.

ALBANY — There was good food, laughter and, most importantly, plenty of discussion at the Region IV Political Action Breakfast recently.

The annual breakfast is an opportunity for the regional Political Action Committee (PAC) members to meet with legislators and talk about issues they would like the state Legislature to address.



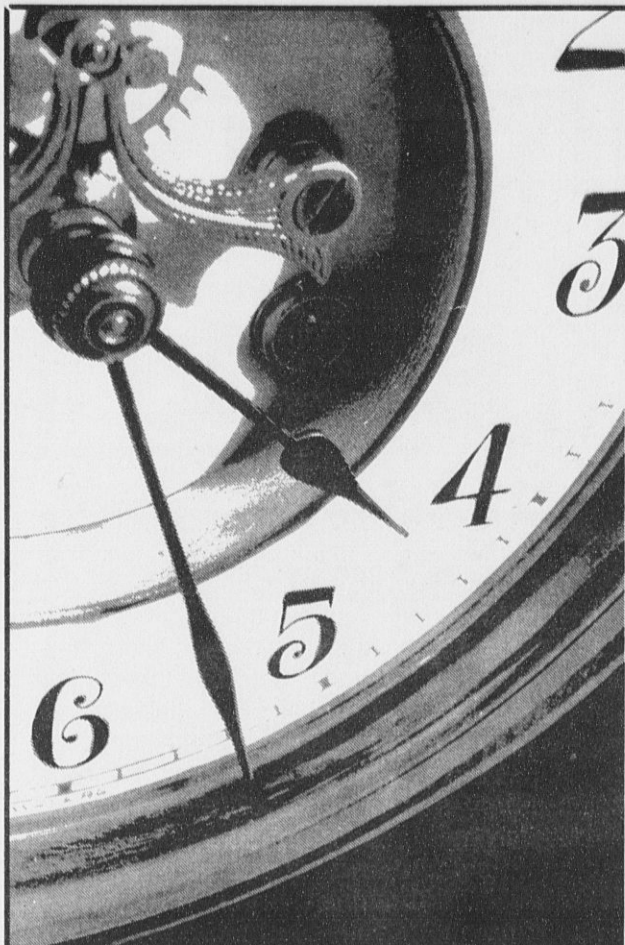
PAUSING IN DISCUSSION of issues are, from left, Assemblyman Jim Tedisco, PAC member Jeff Zabielski, state Sen. Hugh Farley and PAC Adviser Louis Alteri.



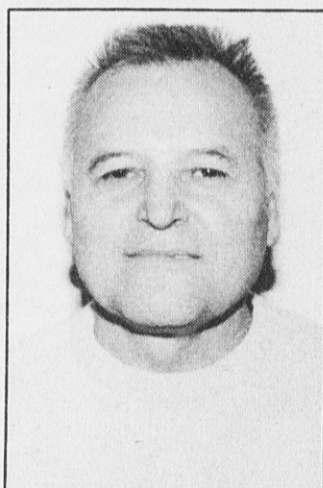
ASSEMBLYMAN RICHARD CONNERS talks with CSEA lobbyist Demi McGuire at the Region IV PAC breakfast.

ASSEMBLYMAN MICHAEL McNULTY breakfasts with PAC member Sue Waltz and Region IV President Al Mead.



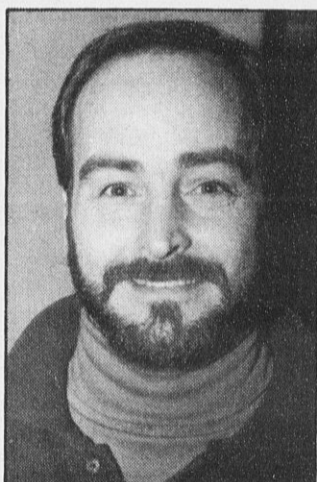


Should state legislators work full time?



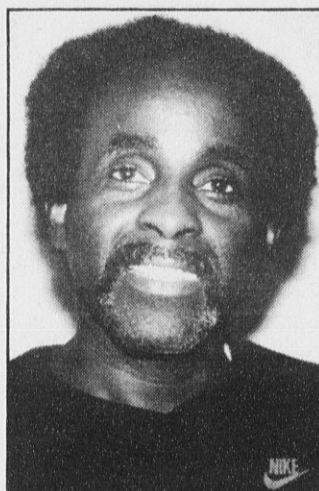
MIKE REA
Office of General
Services Local 660
Region IV

"No! They should be more productive when they are in session. This would be beneficial for New York state at no additional cost."



JERRY KROHN
SUNY Farmingdale
Local 606 Region I

"Definitely. That's what they're getting paid for."



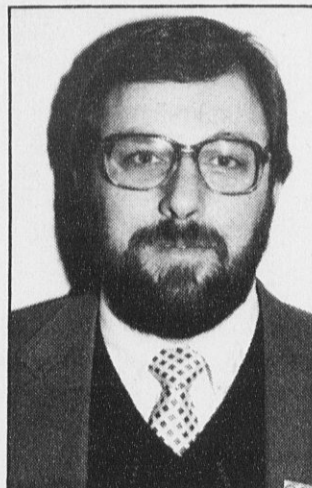
WILLIE H. IRBY
Creedmoor Psychiatric
Center Local 406
Region II

"I think they would do a better job, and it would be better for workers if legislators had only one job. They should devote their full time to the needs of society and work full time for their earnings."



PAM CARON
SUNY Buffalo
Local 640
Region VI

"Yes. Why shouldn't they? If they really put in less than six months, as I've heard, that's almost like a no-show job. It's important enough position to work full time, and they should be accountable to the taxpayers."



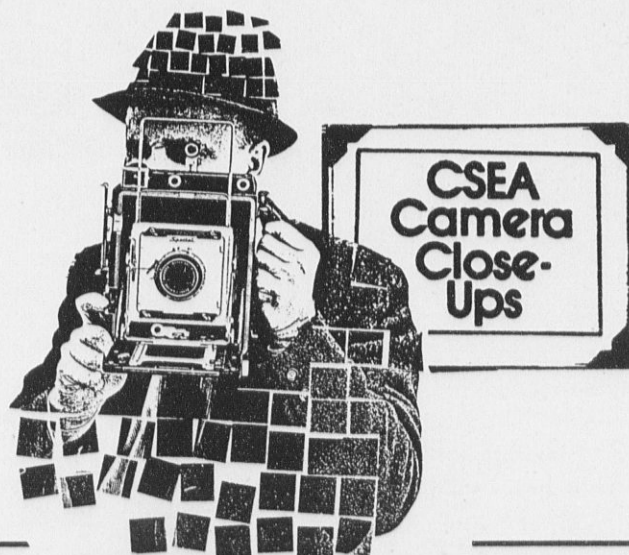
KEITH ZULKO
Binghamton
Psychiatric
Center Local 441
Region V

"Yes, they should work full time. Their salaries reflect full time. A longer session might eliminate errors and make for more productive and efficient law making."



KAREN GREEN
Rockland County
Local 844
Region III

"Yes. We're paying them our tax money. If they work full time, they'll have more time to work on our problems."



IMPORTANT!

Trivial

Alex Trebek look out! Four CSEA Region III members are the proud winners of the first place trophy in a recent trivia contest sponsored by radio station WDST in Woodstock. Proceeds went to charity.

Dutchess County CSEA Local 814 members Barbara Hogan, Ken Monahan and Maureen Houghtaling along with State Police Troop K member Eileen O'Dell entered the contest held at the Beekman Arms in Rhineback and answered their way to the top of 33 teams.

"We called ourselves 'COPE,' the Coalition of Public Employees," said Hogan.

Some of the tougher questions — From what 1955 movie did the line 'Jimmy, do you think the world will end tonight?' come? What three Alfred Hitchcock films did Grace Kelly star in? What's the smallest planet in the solar system?

Hogan says the radio station sponsors competitions two or three times a year and says her team plans to enter again to defend their championship.

By the way, unless you answered "Rebel without a Cause", "Rear Window", "To Catch a Thief" and "Dial M for Murder, and Mercury, you're not in their competitive class!



Retiring Bridegroom

How many folks get to celebrate their retirement luncheon with their new bride looking on? Not many. But no one ever accused CSEA Local 010 member Leo Baily of doing anything in ordinary style. Workers' Comp Board CSEA Unit President Martin Graber recalled that Baily was instrumental in changing the board's name from WorkMEN's Comp to WorkER's Comp.

And speaking of instrumental, Baily was also praised as a jazz authority who has shared his expertise on TV, radio and film. The inimitable Baily is also a church activist who helped organize Operation Breadbasket for the Southern Christian Leadership Conference.

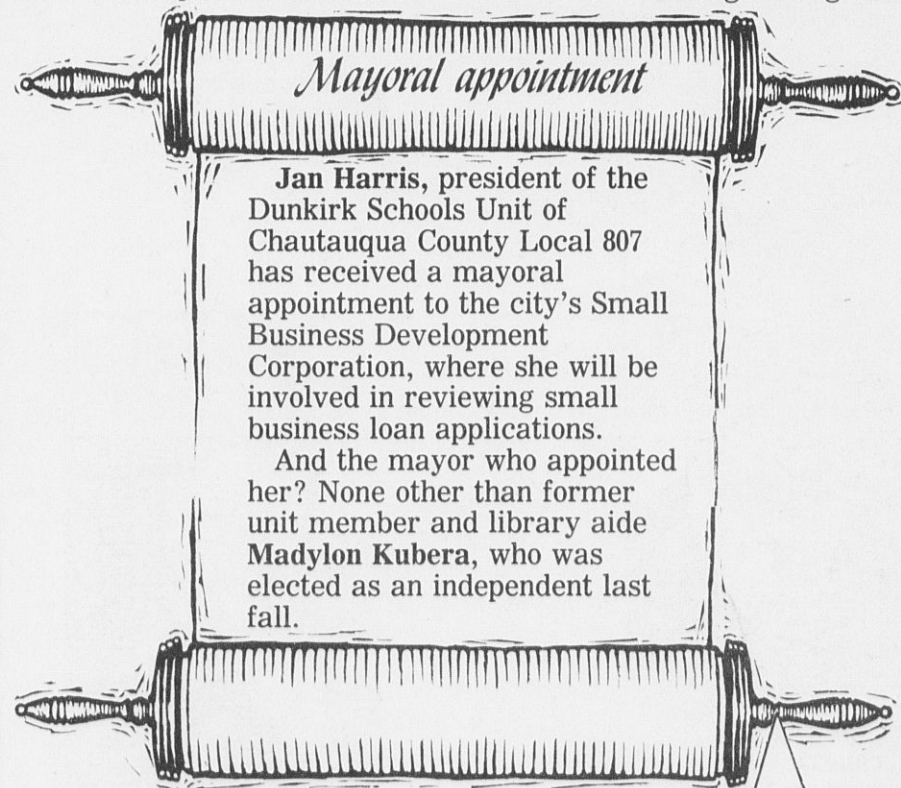
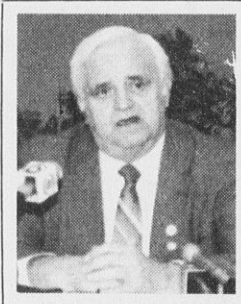
"The impressive list of Leo Baily's accomplishments makes all of CSEA Local 010 proud," said President Vincent Martusciello, pictured with the newly-wed Bails, above.

That's William M-c-G-o-w-a-n!

CSEA President William L. McGowan has been one of the best-known personalities on the capital scene for the past dozen years. So it raised more than a few eyebrows when a new area TV reporter approached him following the press conference announcing CSEA's tentative contract with the state and asked: "Now, what is your name again?"

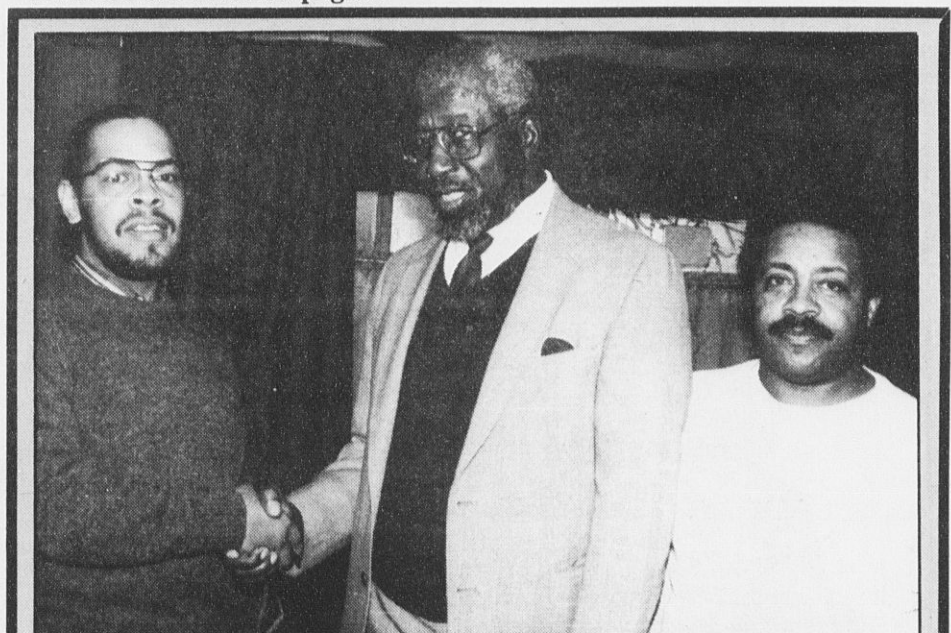
But for McGowan, who is retiring at the end of his term in June, it wasn't the only recent example how names can be mixed up.

At an Albany event a few weeks back, a state legislator referred to him as Jim McGowan. Jim McGowan is the head of the state Automobile Association of America (AAA). Maybe the legislator was confused because of the CSEA President's reputation for driving management crazy on occasion.



This, that AND THE OTHER THING

If you have an item of interest for *This, That & the other thing*, bring it to the attention of your CSEA regional communications associate. Their phone numbers are listed on page 2.

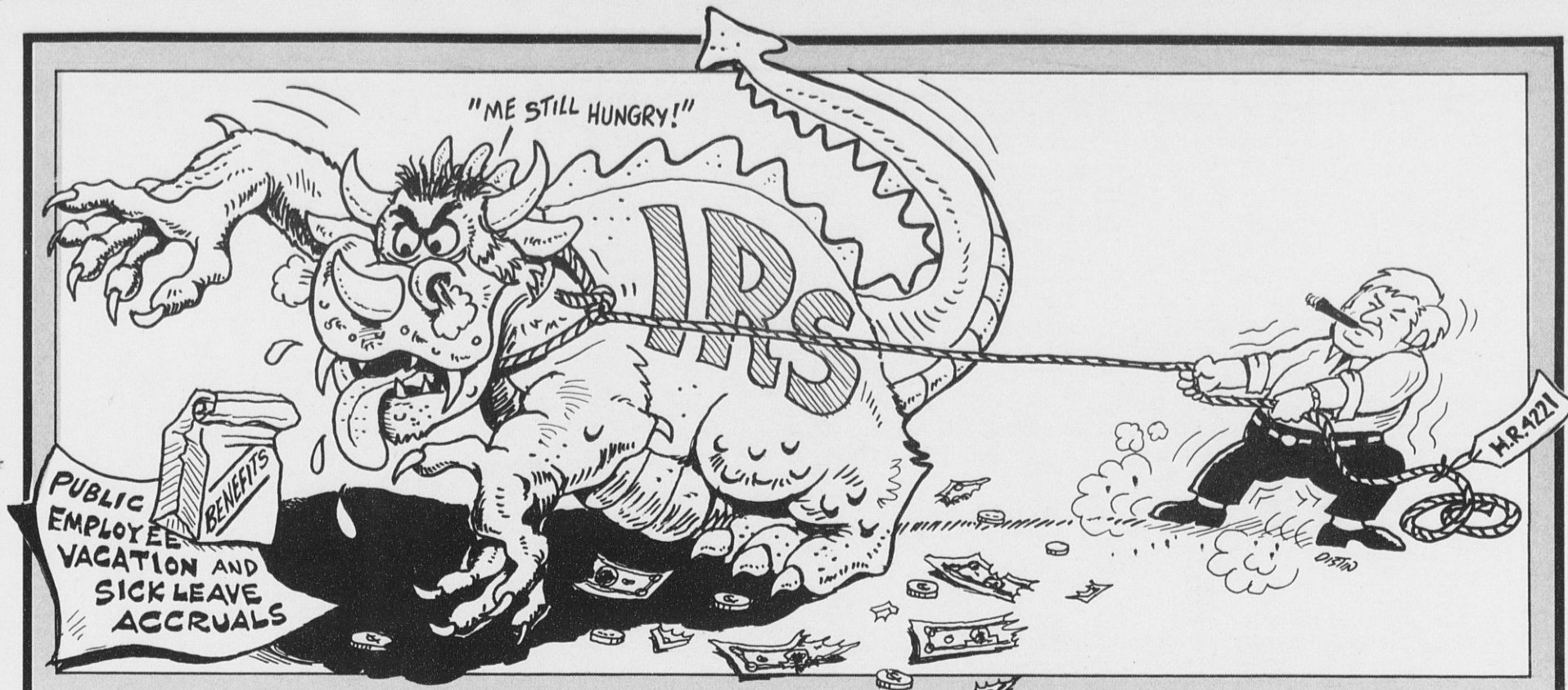


RETIREMENT — Sol Williams, center, past president of Goshen Annex Center CSEA Local 554 is wished a fond farewell by co-workers and present local officers President John Lowery, left, and Treasurer Cal Wisher. The annex is a Division for Youth (DFY) facility in Orange County.

46 years of service

Cattaraugus County CSEA Local 805 member Howard Frank has just retired after 46 years of service in the Department of Public Works.

The low-keyed Frank had asked that "no big fuss be made" over his retirement, but CSEA Region VI President Robert Lattimer sent him a certificate of merit on behalf of the union for his long record of honorable public service.



Putting the bite on you

The taxman wants to take another giant bite out of your paycheck and he just might get away with it unless you act now! Last year, the Internal Revenue Service (IRS) quietly issued a notice declaring that public and non-profit employee vacation and sick leave accruals are now taxable.

Many aspects of how this plan will work are unclear because the IRS has yet to issue specific regulations. However, the effective date of the plan, Jan. 1, 1988, has come and gone. That means that unless Congress makes some changes, YOU could be at the mercy of the IRS come year's end.

For example, the IRS could require that any sick leave and vacation time that you have on the books at the end of the year be calculated as earned income and taxed, even though you haven't used the time or received any payment for it.

The IRS plan also targets death and disability benefits,

severance and compensatory pay for new taxes.

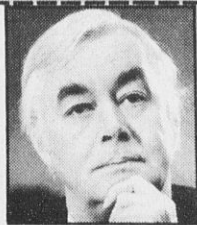
You might already be feeling the pinch had it not been for union efforts to delay the implementation. But your help is now needed.

CSEA and AFSCME are fighting back and you can make a difference by signing the messages below and sending them off to the four New Yorkers on the congressional finance committees urging them to support House bill 4221, which keeps deferred compensation what it should be — deferred for tax purposes!

CSEA and AFSCME point out that the IRS plan could wreak havoc on long-standing labor/management agreements and eventually hurt all taxpayers:

- *you would be taxed on benefits you have not and may never receive;
 - *encourages gratuitous use of leave time to avoid a tax hit;
 - *creates scheduling problems for employers working around employees out on leave — this at a time when labor/management discussions are focusing on leave use;
 - *creates significantly more accounting and paperwork for employers to keep track of the taxable value of employee benefits;
 - *labor costs for state and local government will increase just to reflect the increased tax burden on employees;
- Time is short, so act now!

Hon. Daniel P. Moynihan
U.S. Senate
Washington, D.C. 20510

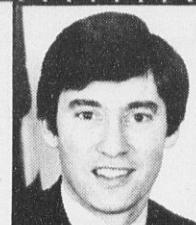


Dear Sen. Moynihan,
Please act to correct an ill-conceived and unfair tax that hurts public employees and employers!

The IRS is railroading us by plans to tax public employee vacation and sick time accruals, compensatory pay and death and disability benefits. This is penny-wise and dollar-foolish! As a member of CSEA, Local 1000 of AFSCME, I urge support for H.R. 4221. Thousands of your constituents are depending on you!

Name _____
Address _____

Hon. Thomas Downey
U.S. House of Representatives
Washington, D.C. 20515



Dear Rep. Downey,
Please act to correct an ill-conceived and unfair tax that hurts public employees and employers!

The IRS is railroading us by plans to tax public employee vacation and sick time accruals, compensatory pay and death and disability benefits. This is penny-wise and dollar-foolish! As a member of CSEA, Local 1000 of AFSCME, I urge support for H.R. 4221. Thousands of your constituents are depending on you!

Name _____
Address _____

Hon. Charles Rangel
U.S. House of Representatives
Washington, D.C. 20515



Dear Rep. Rangel,
Please act to correct an ill-conceived and unfair tax that hurts public employees and employers!

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Name _____
Address _____

Hon. Raymond McGrath
U.S. House of Representatives
Washington, D.C. 20515



Dear Rep. McGrath,
Please act to correct an ill-conceived and unfair tax that hurts public employees and employers!

The IRS is railroading us by plans to tax public employee vacation and sick time accruals, compensatory pay and death and disability benefits. This is penny-wise and dollar-foolish! As a member of CSEA, Local 1000 of AFSCME, I urge support for H.R. 4221. Thousands of your constituents are depending on you!

Name _____
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