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.

For additional information, see pages 3-12.
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
143 Washington Ave, Box 718, Capitol Station, Albany, New York 12204 (518) 434-1981

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
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. 433.

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.
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 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.

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

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.
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, 1988.

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 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 INCREASES

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 INCREASES

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)

LOCA TIONAL 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 approximate amount of this differential will be as follows:

- First Year — $602 per year
- Second Year — $644 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:

<table>
<thead>
<tr>
<th>Grade 6</th>
<th>Current Annual Base Salary</th>
<th>New Annual Base Salary By End of Contract</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Step</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiring Rate $14,042</td>
<td>$18,726</td>
<td>33.4%</td>
<td></td>
</tr>
<tr>
<td>Step 1</td>
<td>14,728</td>
<td>19,523</td>
<td>32.6</td>
</tr>
<tr>
<td>Step 2</td>
<td>15,414</td>
<td>20,322</td>
<td>31.8</td>
</tr>
<tr>
<td>Step 3</td>
<td>16,100</td>
<td>20,322</td>
<td>31.8</td>
</tr>
<tr>
<td>Step 4</td>
<td>16,786</td>
<td>20,322</td>
<td>21.1</td>
</tr>
<tr>
<td>Job Rate</td>
<td>17,472</td>
<td>20,322</td>
<td>16.3</td>
</tr>
</tbody>
</table>

*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:

<table>
<thead>
<tr>
<th>Grade 9</th>
<th>Current Annual Base Salary</th>
<th>New Annual Base Salary By End of Contract</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Step</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiring Rate $18,611</td>
<td>$22,049</td>
<td>32.7%</td>
<td></td>
</tr>
<tr>
<td>Step 1</td>
<td>17,393</td>
<td>22,049</td>
<td>32.0</td>
</tr>
<tr>
<td>Step 2</td>
<td>18,175</td>
<td>23,689</td>
<td>31.3</td>
</tr>
<tr>
<td>Step 3</td>
<td>18,957</td>
<td>23,689</td>
<td>29.9</td>
</tr>
<tr>
<td>Step 4</td>
<td>19,739</td>
<td>23,689</td>
<td>20.9</td>
</tr>
<tr>
<td>Job Rate</td>
<td>20,521</td>
<td>23,689</td>
<td>16.3</td>
</tr>
</tbody>
</table>

*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.

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 (Continued on Page 5)
Effective 1/1/89, the following benefit improvements will be covered:

**EMPLOYEE DEVELOPMENT AND TRAINING**

- **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 used for training employees.

- **TUITION REIMBURSEMENT**
  - Funding: 1st year: $815,000
  - 2nd year: $860,000
  - 3rd year: $880,000
  - Maximum tuition reimbursement for the last two (2) years of the Agreement will be increased from $500 to $600.

(3) 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 PEFF 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 40 (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.

(Continued on Page 6)
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:

1. The current monthly parking fees covered by this memo remain in effect unless:
   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
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
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.”

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 employed 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 employee's 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 three (3) hours after (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.

CSEA
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 CSEA 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 classifications;
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, institutions and components of the use of the Public Administrative Traineeship Transition Program (PATT), the Administrative Aide position, 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 endorsement of opportunities for transfer of incumbent state employees to new occupational series.

The public sector

$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 million in the second year, and $3.4 million 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 subcommittee on day care, said one of the big issues addressed by the subcommittee 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 institute 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' spending 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.
**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.
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 ab- sent 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 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.

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 $250 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.

Tentative CSEA/State contract highlights

Operational Services Unit highlights

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

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.

CSEA DMNA NEGOTIATING TEAM members Sue Stelmack, president of Division of Military and Naval Affairs Headquarters CSEA Local 27, and Roy Searsback, president of Metro Region Armory Employees CSEA Local 254.
Health Benefits.

Joint Committee on this area to Tim Mullens, number of questions in to all employees covered tentative CSEA/state director of the CSEA/NYS Public Sector contracts are of interest and benefits section of the agreements.

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.

The State has committed itself to working with C.S.E.A. to seek additional compensation for such required assembly.

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.

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.

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

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 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.

Senator Michael Tully, center, makes a point to Nassau County Medical Center CSEA Unit President Jack Geraghty and Long Island Developmental Center CSEA Local 440 President Joe LaValle. Tully has been actively involved in efforts to deal with the state's nursing crisis.

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.
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.
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."

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."

JERRY KROHN
SUNY Farmingdale Local 606 Region I

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

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."

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."

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."

THE PUBLIC SECTOR
April 18, 1988
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 Rhinebeck 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! ^^

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.

Mayoral appointment

Jan Harris, president of the Dunkirk Schools Unit of Chautauqua County Local 807 has received a mayoral appointment to the city’s Small Business Development Corporation, where she will be involved in reviewing small business loan applications. And the mayor who appointed her? None other than former unit member and library aide Madylon Kubera, who was elected as an independent last fall.

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.

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 Baily’s, above.

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