ALBANY — Civil Service Employees Assn. members have approved new 3-year contracts between CSEA and the State of New York covering 107,000 state employees in the Institutional Services, Administrative Services and Operational Services bargaining units. The contracts are effective retroactive to last April 1.

Members in all three units approved the new pacts, with the collective total being 23,697 in favor and 17,089 opposed. The ratification ballots were counted on May 8 in Albany. The ballots originally were to have been counted April 27, but CSEA President William L. McGowan ordered the counting postponed so as not to influence in any way a job action then in progress by members of AFSCME Council 82 against the State over contract difficulties. Council 82, a brother union of CSEA's in AFSCME, had requested the delay in counting of CSEA's ratification ballots pending a resolution of their own contract situation, Mr. McGowan said.

The new contracts, which President McGowan calls "by far the richest ever negotiated by CSEA," provide a 7% salary increase effective April 1, and minimum increases of 3.5% and a maximum increase of 7% each of the last two years of the contracts. Actual increases for the second and third years will depend on a cost-of-living adjustment provided for in the agreements. The potential compounded increases including cost-of-living adjustment total nearly 23 percent over the three-year agreement.

The new contracts contain scores of major changes and improvement over the previous agreements, including a major restructuring of health insurance benefits and the establishment of a benefit trust fund to be administered by the union.

With acceptance of the contracts, the State Department of Audit and Control will begin the necessary preparation to provide for the initial increase retroactive to April 1. The exact payroll period when employees will receive the retroactive increase will be announced as soon as preparations are complete.

And shortly, President McGowan is expected to formally notify the State that the union seeks to reopen negotiations relative to the mileage allowance contained in the contracts just approved. The new pacts raise the mileage allowance from 15 to 17 cents a mile, but McGowan says the cost of gasoline is escalating so rapidly that the rate is already insufficient. He wants to talk about raising the rate to 23 cents a mile. A reopener on mileage is contained in the new contracts.
A periodic series about activist members who, often without fanfare and public recognition, contribute to the success of CSEA.

Caloumeno active in Metro Region II

NEW YORK CITY — George Caloumeno is certainly one of the most active Civil Service Employees Assn. members in Metropolitan Region II. And it didn’t take long for George to become an activist, for within four months after he started working for the Department of Labor in 1973, he was serving as shop steward of his office.

Since then, he has taken on a wide variety of union-related jobs. Caloumeno is currently the grievance chairman for more than 4,000 persons represented by CSEA in the Department of Labor Local 350. Additionally, he is newsletter editor for Local 350, Region II Legislative and Political Action chairman; Region II Grievance Chairman, and a very active member of the CSEA Statewide Legislative and Political Action Committee.

Shortly after becoming shop steward of his office in 1973, his good work was quickly noticed and he was appointed one of four grievance representatives for Local 350.

As a grievance rep, Caloumeno said he devoted about 90 percent of his work time to handling grievances, disciplinaries, etc.

In 1977, he was appointed grievance chairman of the Local. Almost all his work time is devoted to union work, he said.

Caloumeno was recommended for the statewide Legislative and Political Action Committee in 1978, and CSEA President William L. McGowan appointed him.

Most recently, he was appointed Region II legislative and political action director.

Caloumeno became involved in Mario Cuomo's unsuccessful primary election campaign for the Democratic Party nomination for New York City mayor in 1977. He campaigned for Cuomo in the Greek community of Astoria, where Caloumeno lives. During the campaign he became friendly with Cuomo, who was since elected lieutenant governor.

Caloumeno also has worked in the 1978 campaign of Queens Assemblyman John Lopresti and former Assembly Speaker Stanley Steingut, both endorsed by CSEA.

Most recently, his political activities have included lobbying agency shop legislation with New York City legislators as part of CSEA's lobbying effort.

His union background started in the late 1960s as a member of an International Ladies Garment Workers Union local in New York City. He was a member of their negotiating committee.

Municipal training program seeking members

ALBANY — The Municipal Service Division of the State Department of Civil Service has announced that it is now forming the next class of trainees for the Municipal Personnel Technician Trainee Program. The one-year program will begin next January 1, and the Civil Service Department has invited officials of counties, cities and towns from throughout New York State to enroll individuals in the training program.

Eighty-one personnel professionals from local governments have completed the program over the past six years, according to Thomas G. Pillsworth, Director of the Municipal Service Division.

The course is described as follows:

Intensive training provided in all major aspects of a public personnel administration, emphasis on laws, classification, examination and appointment procedure, bolstered by live work assignments.

Training may be tailored to meet particular needs of the locality.

Training staff is selected from experienced practitioners in public and private employment.

No cost to local government for newly created Personnel Technician positions for the first six months while the Trainee is assigned to training and work in Albany. Salary and fringe benefit costs to be provided by employer for second six months and beyond (beginning approximately 7/1/80)

Selection of Trainee by local government employer from eligible list resulting from a competitive written examination and a qualifying oral test.

Trainee slots are limited. Priority is: first, by level of need; second, by timeliness of request; third, by availability of resources. NOTE: The program is funded by a Federal IPA Grant.

For more detailed information, write or call: Your Local Civil Service Agency or Mr. Thomas G. Pillsworth, Director: Municipal Service Division, The State Office Building Campus, Albany, New York 12239. Phone: (518) 457-4482 or 4490.

Nassau holding election next week

By Bill Butler

MINEOLA — Elections of officers for Nassau County CSEA Local 830, the largest local with CSEA, delayed one week because of the decision to delay state elections, ballots May 24.

Local President Nick Abbatiiolo, Doris Kasner of the Nassau County Medical Center Unit, and Edward Logan, the current Local Second Vice President, are in nomination for the presidency.

Also on the ballot are:

- For first vice president: Gus Nielsen and Carlo Pugliese.
- For second vice president: Pat D'Alesio and Haward Quann.
- For third vice president: Alex Bozza and Rita Wallace.
- For fourth vice president: Anthony Giannetti and Edward Ochenkoski.
- For fifth vice president: Ruth Braverman and Kenneth Darby.
- For Recording Secretary: Mary Calfapietra and Esther Phillips.
- For treasurer: Sam Piscitelli and Martin Gannon.
- For corresponding secretary: Alice Heaphy, Alice Groody and Trudy Schwind.
- For Financial Secretary: Louis Cortie, David Flavenbaum and James Mattei.
- For sergeant-at-arms: Dudley Kinsley and Thomas Gargiulo.
- For representative on County Executive Committee: Irving Flaumenbaum, Nicholas Abbatiiolo, Kenneth Cadieux and Carlo Pugliese.

Ballots must be returned by June 8, and are to be counted June 9.
forms, according to officials of CSEA Center on Wards Island with new uniforms, the contractor actually was supposed to provide the tractor for the job. Lopez and Hussein said the old uniforms were of no use and that the new ones are not only lighter but also sturdy.

According to James Cooney, field representative in the Capital Region of the Civil Service Employees Assn., the contract also contains improvements in retirement benefits, longevity payments, health insurance, procedures for filing grievances, discipline and discharge matters.

Initiative and referendum

State AFL blasts Proposition 13

New York State AFL-CIO President Raymond Corbett has warned that the adoption of initiative and referendum in New York could lead to sharp polarization of the electorate and disruption of a stable government.

"Direct or indirect initiative is an invasion of the normal legislative procedures and would severely restrict or eliminate such accepted lawmaking procedures as public hearings and formal debate," Corbett said in a statement.

"Today's issues are highly complex and it is neither fair nor reasonable to ask the voters to spend the time and energy necessary to make informed decisions on all of them," he said.

Corbett pointed out that the initiative process in California's Proposition 13 led to major consequences for the public. "Voters there approved a 57 percent reduction in property taxes, but were unaware of the long range negative impact on essential governmental services," he said.

Under a bill sponsored by Assemblyman Robert Wertz (R-Smithtown), citizens' groups would be able to put an issue before the electorate by securing 150 sponsors and the signatures on petitions of five percent of those who voted in the most recent gubernatorial election. "This would permit small interest groups to promote passage of a law or proposition to their own benefit simply by concentrating their organizational strength and propaganda on a single issue," Corbett declared.

In addition, Corbett asserted that the initiative procedure is "totally unnecessary," noting that studies on the subject have found no evidence to support the claim that initiative relieves voter frustration or resolves conflicts between competing interests.

"The resolution of conflicts is the province of our elected representatives," Corbett said. "It should not be put into the hands of the special interest groups."

Raise in Cohoes

COHOES - A three-year contract for non-teaching employees in the Cohoes School District guarantees a seven percent across the board raise, plus increments, in each year. According to James Cooney, field representative in the Capital Region of the Civil Service Employees Assn., the contract also contains improvements in retirement benefits, longevity payments, health insurance, procedures for filing grievances, discipline and discharge matters.

Uniform snag

WARDS ISLAND - Although a contractor was supposed to provide masons, tinsmiths and workshop personnel at the Manhattan Psychiatric Center on Wards Island with new uniforms, the contractor actually provided old, used and worn uniforms, according to officials of CSEA Local 413 at the facility.

So, according to Local 413 Vice President Ismael Lopez and union member and delegate Mohamed Hussein, the union put pressure on management to correct the situation. Lopez and Hussein said the old uniforms "not only were the wrong size, but looked like they came from the Salvation Army." Management eventually agreed, and the union spokesmen have announced that a new contract for uniforms has been hired.

Kent worker gets back pay

FISHKILL - A CSEA member employed by the Town of Kent, in Putnam County, has won an arbitrator's award giving him the Highway Forman's pay to which he had been entitled for the past year and a half.

Benjamin Cimino, a motor equipment operator for the Town since 1974, was appointed highway foreman in September, 1976, but his appointment was never made official because of the failure of the town to do the necessary paperwork on the matter. When the town tried to demote him in January, 1978, he had already served 16 months in the new position.

CSEA took this case to arbitration, noting that the town, under its contract with the union, had only 6 months to demote Mr. Cimino if it felt he was not doing a good job in the foreman position. But, by the admission of all involved in the case, Mr. Cimino performed in an exemplary manner during his tenure as foreman, Arthur Grae, the CSEA Region III attorney who represented Mr. Cimino in his hearing before Arbitrator Dr. Joel M. Douglas, claimed that the demotion in January, 1978, was therefore a unilateral, arbitrary, and capricious act on the part of the town.

Dr. Douglas agreed with the union, and awarded Mr. Cimino the difference in pay between that of a motor equipment operator and that of a highway foreman, retroactive to Jan. 3, 1978.

"The union will continue to monitor this award, to make sure that it is being complied with in its entirety," said CSEA field representative Larry Scanlon.
HAUPPAUGE — Ballots were scheduled to go into the mail by May 8 for the election of officers for Suffolk County CSEA Local 852, topped by a four-way race for the presidency.

The ballot lists, in this order: Robert McCambridge, former Local President James Corbin, incumbent President Bill Lewis and Ben Boczkowski.

The ballot order, drawn by lot by the Elections Committee, gave the first two spots independent candidates running alone, the third to the incumbent’s “Lewis Team” slate and the last to a ticket led by Boczkowski.

Other candidates are:
For executive vice president: John Desmond and Robert Koltermann.
For first vice president: Nicholas Marrano and Frank Kost.
For second vice president: Al Stein, James Farrell and Dorothy Goetz.
For third vice president: Katherine Sexton and Ken Horsford.
For fourth vice president: John Novo and Richard Protosow.
For treasurer: Catherine Green and Dorothy Victoria.
For recording secretary: Robert Maletta and John Fleischman.
For corresponding secretary: Barbara Rotunno, unopposed.
For sergeant-at-arms: Charles DeMartino and George Kuyava.

The chairperson of the Elections Committee, Aileen Ronayne, announced that ballots must be returned with a postmark by midnight May 23 and will be counted May 25. Any member who does not receive a ballot in the mail may secure an alternate member who does not receive a ballot with a postmark by midnight May 23.

The ballot lists, in this order:

**REGION 1 — Long Island Region**
(516) 691-1170
Irving Flaumenbaum, President
Ed Cleary, Regional Director

**REGION 2 — Metro Region**
(212) 962-3090
Solomon Benet, President
George Bispham, Regional Director

**REGION 3 — Southern Region**
(914) 896-8180
James Lennon, President
Thomas Luposello, Regional Director

**REGION 4 — Capital Region**
(518) 489-5424
Joseph McDermott, President
John Corcoran, Regional Director

**REGION 5 — Central Region**
(315) 422-2319
James Moore, President
Frank Martello, Regional Director

**REGION 6 — Western Region**
(716) 634-3540
Robert Lattimer, President
Lee Frank, Regional Director

**Blood needed in Nassau County**

MINEOLA — A serious shortage of blood in Nassau County has prompted Nassau County CSEA Local 830 President Nicholas Abbatiello to remind members of the times and places for donating blood.

For additional information, contact Carl Pugliese, 535-4707; or Dudley Kinsley, 535-4902. The schedule follows.

<table>
<thead>
<tr>
<th>Date</th>
<th>Place</th>
<th>Town</th>
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<tbody>
<tr>
<td>May 25</td>
<td>A. Holly Patterson Home</td>
<td>Uniondale</td>
</tr>
<tr>
<td>May 31</td>
<td>Plainview Complex</td>
<td>Plainview</td>
</tr>
<tr>
<td>June 7</td>
<td>Nassau Community College</td>
<td>Garden City</td>
</tr>
<tr>
<td>July 2</td>
<td>N.C. Correctional Center</td>
<td>East Meadow</td>
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<tr>
<td>July 9</td>
<td>Mineola Complex</td>
<td>Mineola</td>
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<tr>
<td>August 9</td>
<td>Judicial Conference</td>
<td>Mineola</td>
</tr>
<tr>
<td>August 23</td>
<td>A. Holly Patterson Home</td>
<td>Mineola</td>
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<tr>
<td>September 5</td>
<td>Hicksville Garage</td>
<td>Mineola</td>
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<tr>
<td>September 12</td>
<td>Social Service Department</td>
<td>Mineola</td>
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<tr>
<td>October 9</td>
<td>Mineola Complex</td>
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<tr>
<td>November 27</td>
<td>A. Holly Patterson Home</td>
<td>Mineola</td>
</tr>
<tr>
<td>December 29</td>
<td>Judicial Conference</td>
<td>Mineola</td>
</tr>
</tbody>
</table>

**Directory of Regional Offices**

SARATOGA SPRINGS — Saratoga County CSEA Local 846 will sponsor a two-week long radio advertising campaign this week and next over Station WKAJ in Saratoga. The image building campaign will utilize CSEA public image commercials used earlier this year as part of the union’s statewide advertising campaign, with a tag line added to identify the sponsor as Local 846, according to William McTygue, CSEA’s Board of Directors representative from Saratoga County.

The idea to conduct the campaign on the local level came from a letter the local received from CSEA headquarters which offered locals the opportunity to use the commercials from the statewide campaign, he said.

The Local 846 Executive Board approved the campaign in April, and Local President John Miller and McTygue worked with the CSEA Communications Office to set up the campaign, McTygue said.
Union victory

‘Axed’ workers win jobs back

By Jack Murphy

ORANGETOWN — In a major victory for employees of the Town of Orangetown, Rockland County, an arbitrator has ruled that the dismissal of two employees violated the collective bargaining agreement between CSEA and the town and ordered their reinstatement with restoration for lost wages and restoration of leave credits that would have accrued during the time they were off the payroll.

The arbitrator’s decision was a welcome one for John Mauro, President of both the Orangetown Unit and Rockland County Local 844.

"It was our contention all along that the contract would prevail," he said adding "I think the whole situation boils down to one thing — for good, harmonious labor-management relations, we should sit down and talk before any action takes place. Unfortunately that’s usually not the case, especially in Orangetown where there’s been more litigation than the rest of the local (844) combined."

James Lennon, president of CSEA Region III, said he was extremely pleased with the outcome of the Orangetown case. "The people working on this case, the union officials, the lawyers, the people involved — they all did a fantastic job and I am extremely gratified by what they’ve accomplished.

"The outcome of this case shows that good people and a good organization working together can make sure that justice prevails."

Regional Director Thomas Luposello rapped the town’s governing body.

"Once again," he said, "an arbitration decision bears out the extremely negative position the Town of Orangetown has always taken. The resolution of this situation, on many occasions, was presented by John (Mauro) to the board, but, as so often has been the case, arbitration was required before the rights of the union members were reinforced."

The recently settled case originated last November when the Orangetown Town Board adopted a controversial reorganization plan. CSEA at that time took no stand on the reorganization because possible effect on town employees had not been determined.

On Jan. 4, 1979, however, the effect became very clear. On that day town Supervisor Joseph V. Colello mailed letters of dismissal to five full-time town employees — one assistant building inspectors, one stenographer and one chemist. All filed individual grievances based on the illegality of the supervisor’s action. The grievance action was denied by Supervisor Colello.

In the meantime an Article 78 proceeding against the town was begun, but at about the same time conflicting cost data cast doubt on whether a savings would result from the firing of the chemist and that termination was withdrawn.

The four remaining fired employees maintained, in the Article 78 proceeding that Supervisor Colello lacked the authority to fire them. Rockland County Supreme Court Justice Theodore A. Kelly agreed and ruled that the authority to terminate the jobs rests with the town board for the three assistant building inspectors and with the Commissioner of Public Works in the case of the stenographer.

Both the board and the Commissioner of Public Works subsequently effected the terminations, rendering the court decision moot.

Before the case went to arbitration, two more of the fired employees dropped out of the case. One of the assistant building inspectors was under compulsory retirement regulations as of Feb. 28. As a result of a second stage grievance, he was reinstated on the payroll past the Feb. 9 termination date to the end of the month when he retired.

A second assistant building inspector withdrew his grievance when he accepted a new assignment in the town assessor’s office.

From the beginning CSEA maintained that the firings were a violation of the collective bargaining agreement entered into with the town.

"The contract language," said Mauro, "is specific:

"Seniority shall be the determining factor in lay-off, i.e. all subordinates, all temporary, all part-time, all provisional and all probationary employees shall be laid off before any permanent employees. And if additional layoffs are necessary, the last permanent employee hired shall be the first employee laid off."

The arbitrator, Louis Yagoda, concurred and ruled in his arbitration statement "The removal of Marilyn O’Brien from her stenographer position in the Department of Public Works and of James Porter from his position of Building Inspector were in violation of the Collective Bargaining Agreement between the two parties."

Mauro, in discussing the entire proceeding said: "Our attorney, Marty Cornell, has done a tremendous job on this."

THE COALITION CSEA BARGAINING TEAM for Judicial Districts 3 through 8 met recently to discuss a contract reopener on wages, health insurance and other issues. Seated left to right are: Ken Hoffman, president of CSEA Local 333; CSEA Collective Bargaining Specialist Manny Vitale; CSEA Collective Bargaining Specialist Pat Monachino; Nancy Roark, member of the CSEA Board of Directors and president of Local 334; Chester Cook, of the 7th Judicial District; Jerry Geitz, of the 6th Judicial District; and George Schmidt, of the 6th Judicial District. Missing from the photo are two other CSEA negotiating team members: Elizabeth Kohl, president of Local 335; and William Johnson, of the 8th Judicial District.
Ballot count all day operation

When the Civil Service Employees Assn. counseled ratification ballots from members in the three state bargaining units last week, the union used an open, but very elaborate, process that preserved the integrity and credibility of the ballot and the union itself at a crucial time. CSEA President William L. McGowan recognized the importance of maintaining credibility and accuracy in connection with the balloting count for the height of the Council 82 job action. He decided to postpone the count scheduled for April 27 so as not to interfere in any way with the Council 82 situation. That action drew added attention to CSEA's eventual ratification count. The verifying and counting of ballots last week began at 9 a.m. and was finally completed late in the evening. Every single one of the more than 40,000 valid ballots received were individually verified against a master list for eligibility. The process was long, but done in an open atmosphere with the news media in attendance. The adjacent photos illustrate some of the day-long activities.

Official results

ALBANY — Members in all three bargaining units approved the new three-year agreements between CSEA and the State. Following is the official results of ratification, voting by units:

<table>
<thead>
<tr>
<th>Institutional Unit</th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>Administrative Unit</td>
<td>9,083</td>
<td>7,900</td>
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<tr>
<td>Operational Unit</td>
<td>5,438</td>
<td>6,314</td>
</tr>
<tr>
<td>TOTAL</td>
<td>25,907</td>
<td>17,267</td>
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Left, KEVIN KENNEDY, an administrative team member from Region IV, counts a ballot at the end of the counting session.

Left, SOME OF THE 40,000-BALLOTS are stacked in front of Genevieve Clark, a member of the bargaining teams assisted in the verification and counting of the ballots. She is an administrative team member from Region II.

Above, SOME OF THE 40,000-BALLOTS are stacked in front of Genevieve Clark, a member of the bargaining teams assisted in the verification and counting of the ballots. Keeler was a team member.

PHOTOS BY JOSEPH SCUILLER

Contracting out

Local 830

claiming foul

MINEOLA — Nassau County appears to be illegally contracting out at the expense of CSEA-represented jobs.

Nassau County CSEA Local 830 has filed an improper employer practice through CSEA Regional Attorney Richard Gutta against the county. Local 830 President Nicholas Abbatiello said the Public Employment Relations Board (PERB) will rule on the union's charge. The office of Nassau County Executive Frances T. Purtell said that two contracts were awarded as part of large projects, including:

• Single A Maintenance Corp of Syosset is representing the Institutional Unit in the Family Court in Westbury.
• Polygraph Security Systems, Inc. of Farmingdale is handling security at the county's Nassau County Community Center in Levittown.
Abbatiello said the county used attention to reduce the number of employees throughout the county and then consolidated the CSEA members in some work sites to leave entire buildings without union members in the affected jobs.

CSEA Attorney Richard Burstein, in Albany, explained that contracting out for positions represented by a union is a violation of the Taylor Law. He said that in 1977, in the Saratoga Springs school bus drivers case, PERB ruled that such contracting out is a matter for negotiations between union and management. That PERB decision in favor of CSEA has been appealed. Burstein said the Appellate Division is expected to support the PERB ruling.

The Public Employment Relations Board (PERB) will rule on the union's charge. Nassau County has been ordered to contract out on a 1977 Court of Appeals decision supporting Westchester County.

Burstein said the Westchester decision does not apply in Nassau because:

Prior to the summer of 1977, PERB did not have the authority to require management and unions to negotiate in good faith. With the passage of the PERB Powers Law that year, PERB was given the authority to rule as it did in the Saratoga Springs case.

The Westchester case occurred before the PERB Powers Law and was based on a constitutional issue rather than the legal reality which now exists.

Abbatiello, speaking before the Nassau County Board of Supervisors, said: "I can only conclude that the real intent of contracting out is an attempt at union-busting by management by removing dedicated civil servants that CSEA represents.

He also said: "There is a myth that private industry is always better than public service. They are in it for profit. Government is here for service.

PUBLIC EMPLOYEES...

Where Would You Be Without Them?
Members show support
COUNCIL 82 SAYS THANKS — When CSEA members held a demonstration to show moral support of Council 82 people engaging in a job action, the showing of support also included contributions of food and cash for Council 82 members and their families. In response, a member of Council 82 put this sign near the huge pile of food items. It says it all.

CIRCLED THESE DATES—These are the revised key dates for CSEA’s 1979 election of statewide officers and members of the State Executive Committee. See adjacent Election Timetable for appropriate information relative to circled dates. The Public Sector will run the Timetable periodically for the convenience of the membership.

Elections Timetable — Statewide Officers and State Executive Committee

The following dates are to be used as a guideline for the 1979 CSEA Election. To the extent possible, each date will be complied with unless intervening circumstances beyond the control of CSEA make compliance with the exact date impractical.

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
<th>September</th>
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NOTE: Those eligible to vote shall be dues paying members in good standing as of June 15, 1979.

Fund review approved

HAUPPAUGE — The trustees of the CSEA/Suffolk County Welfare Fund voted on April 25 to start an immediate review of its records, according to union trustee William Lewis.

The fund's accountant and its attorney, he said, will conduct an audit of the books to “clear the air” after a former trustee, County Legislator John Foley called for the County district attorney to investigate the fund.

The trustees also agreed to cooperate with the District Attorney's Office, which will conduct an investigation, Lewis said.

The fund is provided with $225 for each of the County's 6,500 employees. Local 852 members receive optical, dental, drug, hearing and legal benefits, he said.

He said the fund is administered by eight trustees, divided between the County and the Local.

County hospital future in doubt

WHITE PLAINS — The future of approximately 800 employees of the Westchester County Medical Center will be the topic of a requested meeting between CSEA and the County after the Westchester County Executive, Alfred DelBello, issued a press release strongly suggesting the County get out of the hospital business.

According to Westchester County CSEA Unit Business Agent Carmine DiBattista, the union wants to find out exactly what the county executive has in mind before the union decides what actions to take. DiBattista said a May 4 news release by DelBello stated, “The time is right for the county to clearly set forth its intentions with respect to the medical center.” In the release, the county executive asked the county’s Board of Legislators for a policy regarding the medical center. DiBattista said, and the executive suggested that the county get out of the hospital business. DiBattista said the news release asked for a policy for “the orderly transfer of the medical center” from the county.

The Medical Center, located in Valhalla, lost approximately $14 million last year, the county executive reported.
P-79-5, Presumption of Arbitrability—The presumption of arbitrability for contract grievances would be established.

P-79-2, OSHA—Minimum health and safety standards for public employees would be established.

P-79-3, Two-for-One—The fine for striking would be reduced from two day's pay for each day struck to one day's pay for each day struck.

P-79-4, Injunctive Notice—Unions and employees would be required to receive notice and have an opportunity to be heard before a temporary restraining order could be issued against a strike.

P-79-5, Premotion of Arbitrability—The presumption of arbitrability for contract grievances would be established.

P-79-6, Limited Right to Strike—Strike would be defined to mean a work stoppage that threatens irreparable injury to the public health, safety and welfare.

P-79-7, 1979 Contract—The provisions of the CSEA State contract would be implemented.

P-79-8, Triborough—A public employer would be required to continue an expired contract until a new agreement is reached.

P-79-9, Redline Daily Rate of Pay—Strikers assessed a two-for-one penalty would be fined based on net take-home pay, not on gross pay.

P-79-10, Alternative Disciplinary Procedures—Unions, including subdivisions, employers would be allowed to negotiate disciplinary procedures.

P-79-11, Retirees Death Benefit—State employees who retired before Sept. 30, 1966, would be eligible for a $2,000 death benefit.

P-79-12, Permanent Cost of Living—Starting in 1980, retirees would receive an increase in the retirement allowance based on increases in the cost of living for the previous year.

P-79-13, Extension of Supplementation—Pension supplementation would include those who retired before April 1, 1969, would be extended to those who retired before Jan. 1, 1979, and would increase supplements to reflect increases in the cost of living.

P-79-14, Education Law Parity—The financial advantage school districts receive when contracting out for student transportation would be eliminated.

P-79-15, Division of Youth Transfer—Division of Youth employees transferred to a non-profit corporation would not lose benefits of State service.

A-Assembly S-Senate

P-79-16, Office of Court Administration—Unified Court System employees would be transferred to the State payroll as of April 1, 1977, and would receive permanent status in their competitive class if they have performed the duties of their positions for one year prior to the effective date of this law.

P-79-17, Employee Indemnification—Additional instances in which public employees should be indemnified from suit by the employer for acts which arise in the course of performing their duties.

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P-79-20, University of Buffalo Buy-Back—State employees working at the University of Buffalo before it was acquired by the State would be allowed to purchase retirement credits for the time they were employed by the University.

P-79-21 (a), Veterans Buy-Back—World War II veterans would be allowed to purchase up to three years of credit toward retirement.

P-79-21 (b), Veterans Buy-Back—Korean War veterans would be allowed to purchase up to three years credit toward retirement.

P-79-22, Sanitarians—Sanitarians working for public and private employers would be certified by the Department of Education.

P-79-23, Suffolk County Retirement—The Suffolk County contract allowing investigators to elect 20-year retirement would be implemented.

P-79-24, Pension Advisory Board—Power to invest pension funds would be vested in a board of trustees with meaningful public employee representation.

P-79-25, Correction Officers—Correction officers employed by Westchester County would be eligible to elect participation in a 20-year retirement plan.

P-79-26, Showing of Interest—The procedure for verifying a showing of interest in a representation determination would be changed.

P-79-27, Court Employees Contract—The collective bargaining agreement for employees of the Unified Court System would be implemented.

P-79-28, Employer Improper Practice—An employee organization would not be determined to be guilty of violating the no-strike provision when the strike was caused, in whole or in part, by an improper employer practice.

CSEA program bills

All bills on this status report are supported by CSEA

Week of May 7, 1979

CSEA Program Bill Number, Summary of Provisions

P-79-1, Agency Shop—Agency shop would become permanent and mandatory.

P-79-2, OSHA—Minimum health and safety standards for public employees would be established.

P-79-3, Two-for-One—The fine for striking would be reduced from two day's pay for each day struck to one day's pay for each day struck.

P-79-4, Injunctive Notice—Unions and employees would be required to receive notice and have an opportunity to be heard before a temporary restraining order could be issued against a strike.

P-79-5, Premotion of Arbitrability—The presumption of arbitrability for contract grievances would be established.

P-79-6, Limited Right to Strike—Strike would be defined to mean a work stoppage that threatens irreparable injury to the public health, safety and welfare.

P-79-7, 1979 Contract—The provisions of the CSEA State contract would be implemented.

P-79-8, Triborough—A public employer would be required to continue an expired contract until a new agreement is reached.

P-79-9, Redline Daily Rate of Pay—Strikers assessed a two-for-one penalty would be fined based on net take-home pay, not on gross pay.

P-79-10, Alternative Disciplinary Procedures—Unions, including sub-division employers, would be allowed to negotiate disciplinary procedures.

P-79-11, Retirees Death Benefit—State employees who retired before Sept. 30, 1966, would be eligible for a $2,000 death benefit.

P-79-12, Permanent Cost of Living—Starting in 1980, retirees would receive an increase in the retirement allowance based on increases in the cost of living for the previous year.

P-79-13, Extension of Supplementation—Pension supplementation would include those who retired before April 1, 1969, would be extended to those who retired before Jan. 1, 1979, and would increase supplements to reflect increases in the cost of living.

P-79-14, Education Law Parity—The financial advantage school districts receive when contracting out for student transportation would be eliminated.

P-79-15, Division of Youth Transfer—Division of Youth employees transferred to a non-profit corporation would not lose benefits of State service.

A-Assembly S-Senate

CSEA Program Bill Number, Summary of Provisions

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STATE OPEN COMPETITIVE JOB CALENDAR

FILING ENDS MAY 21, 1979

Salary Exam No.

<table>
<thead>
<tr>
<th>Title</th>
<th>Salary Exam No.</th>
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<tbody>
<tr>
<td>Supervisor for Traffic Signal Operators, Assistant</td>
<td>$14,075 No. 27-902</td>
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<td>Traffic Signal Coordinator</td>
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<td>Bridge Maintenance Supervisor I</td>
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<td>Bridge Maintenance Supervisor II</td>
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<td>Computer Systems Analyst, Assoc. Ks.</td>
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<td>Deputy Director of Treatment Services (Developmental Center)</td>
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<tr>
<td>Deputy Director of Treatment Services (Children's Psychiatric Center)</td>
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<td>Deputy Director of Development Center</td>
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<td>Group Coordinator</td>
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<td>Seiior Plumbing Engineer</td>
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<td>Nurse II (Rehabilitation)</td>
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<td>Social Services Management Specialist (Spanish Speaking)</td>
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<td>Industrial Training Supervisor</td>
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<tr>
<td>(salary varies depending on specialty)</td>
<td>$12,254-$12,583 No. 27-047</td>
</tr>
</tbody>
</table>

You may contact the following offices of the New York State Department of Civil Service for an-
IP settled

MAMARONECK — An improper practice charge against the Mamaroneck Union Free School District has been settled, allowing collective bargaining between CSEA and the district for a new contract to get underway.

At issue in the improper practice charge was a decision by the board to schedule bargaining sessions in an arbitrary way rather than mutually with the union.

CSEA counsel Arthur Grae met with district representatives and arranged a 4:15 starting time for negotiations which means at least three of the five members of the negotiating team will be working at that time and will be paid.

Legal briefs

DUTY OF FAIR REPRESENTATION

A federal court has dismissed a complaint that the Union failed in its duty of fair representation in settling plaintiff’s disciplinary grievance.

While one set of disciplinary charges were pending arbitration, plaintiff was suspended again, grievance the suspension and the Union settled the grievance for approximately half the period of suspension imposed by the employer. The refusal of a third suspension was levied on plaintiff, was revived and again settled for approximately half of the proposed penalty. After this, the first grievance was finally decided by an arbitrator in plaintiff’s favor. Plaintiff claimed that this was proof the Union did not represent him fairly in the two grievances which were settled.

The court found that the proof established the Union thoroughly considered the merits of each case and fairly arrived at a decision that the terms of settlement were the best deal which could be gotten for plaintiff. Also not reviewed was a specific ground constituting just cause for immediate discharge. The court stated that an employee has no absolute right to have every grievance taken to arbitration, and ruled that the union had not acted arbitrarily or in bad faith.

In another aspect of the case, the nursing home sought to have plaintiff’s cause of action dismissed on the ground that a finding by an unemployment insurance referee denying unemployment benefits as a result of a disciplinary action by plaintiff in that case constitute collateral estoppel on the issue of plaintiff’s wrongful discharge: The court disagreed, basing its decision on the fact that plaintiff had not been represented by counsel at the unemployment hearing and therefore did not have a full and fair opportunity to contest the issue, this being one of the necessary elements of the collateral estoppel doctrine.

Melendy v. U.S. Postal Service and National Association of Letter Carriers, AFL-CIO (USCA 7th Circuit)

EMPLOYEE TERMINATION—FAIR REPRESENTATION AND PRIOR ADMINISTRATIVE DETERMINATION

Plaintiff was discharged from her employment as a Nurse’s Aide with defendant nursing home. She brought suit naming the nursing home and her Union as defendants. The Union had decided to request a hearing by plaintiff, to initiate arbitration proceedings challenging the dismissal. This decision was made after plaintiff had been notified to the Union representative that the allegations in the notice of discipline were true. One of the charges involved falsifying medical records. The contract provided that this was a specific ground constituting just cause for immediate discharge. The court stated that an employee has no absolute right to have every grievance taken to arbitration, and ruled that the union had not acted arbitrarily or in bad faith.

In another aspect of the case, the nursing home sought to have plaintiff’s cause of action dismissed on the ground that a finding by an unemployment insurance referee denying unemployment benefits as a result of a disciplinary action by plaintiff in that case constitute collateral estoppel on the issue of plaintiff’s wrongful discharge: The court disagreed, basing its decision on the fact that plaintiff had not been represented by counsel at the unemployment hearing and therefore did not have a full and fair opportunity to contest the issue, this being one of the necessary elements of the collateral estoppel doctrine.

Divinsky v. Esikoff (NYLJ, pg. 16 (Sup. Ct., Queens Co.))

DISCIPLINARY ARBITRATION—EXCESSIVE ABSENTEEISM

Defendant was served with a notice of discipline, notifying her that the State intended to dismiss her for misconduct and incompetence by reason of her excessive periods of absenteeism. At the hearing, the parties stipulated that all the alleged absences referred to in the notice of discipline were for legitimate medical reasons. The sole issue for the arbitrator to determine was whether absences for legitimate medical reasons in number by the State, constitutes incompetence or misconduct under Article 33 of the State contract.

In this opinion, the arbitrator discussed Sections 72 and 73 of the Civil Service Law. Section 72 establishes a procedure under which an employee deemed to have a disability may be required to take an involuntary leave of absence. Although these sections specifically use the phrase “mentally incompetent,” the arbitrator held that the statutes may not be limited solely to mental disabilities. If it was found that there was no evidence of “disability under section 72,” then the grievant must submit to a medical examination revealing that he had no disability preventing her from fulfilling the duties of her position.

The arbitrator held that the taking of sick leave for legitimate medical reasons is not an act of “misconduct,” since the latter assumes the willful commission of some prohibited act by the employee. However, a finding of misconduct was made to whether such conduct constituted “incompetence.” The arbitrator held that if an employee is deemed unfit or unsuitable to do certain work because he or she is unable to meet a satisfactorily attendance record on account of legitimate medical reasons, that this employee could be considered “incompetent” to perform the job function under Article 33 of the State contract.

However, it was clearly held by the arbitrator that Article 33 must be viewed under section 72, not encompassed under Section 72 of the Civil Service Law. In other words, the State must first follow the procedure under Section 72 in cases of this sort, before it may proceed with disciplinary charges under the contract. In the instant case, the arbitrator held that the proposed penalty of dismissal was excessive, and that a suspension or fine would be pointless under these facts. Therefore, the following penalty was ordered: Grievant would be given a medical exam by the Employee Health Service and be examined by her own physician; the result of the examination should be reviewed by a designated State physician and the grievant’s private physician; if the findings justify action under Section 72, the grievant may be given another chance; if the State may take such action; if the findings do not justify such Section 72 action, then grievant shall be informed that any medical absence of two consecutive days will require a medical certificate.

Matter of CSEA, Inc. (Kirkham) and State of New York (Dept. of Education) (Case No. 1367 0190 78)

DISCIPLINARY ARBITRATION—CONFIDENTIAL RECORDS AND HEARSAY EVIDENCE

In this patient abuse arbitration from Manhattan Psychiatric Center, the preliminary hearing between the parties involved testimony offered by the State of facility patients. The union requested a copy of the hospital records for any patient who would testify for the purpose of questioning competency. OMH declined, and ultimately the union obtained a subpoena signed by a Supreme Court Justice requiring disclosure of these records pursuant to Section 33.13 of the Mental Hygiene Law. OMH still refused to produce the records, and the arbitrator ruled that no patient testimony would be heard on the ground that grievant had a constitutional right, and also an inadequate due process hearing, to cross-examine prosecution witnesses.

As a result of this, the only testimony in the record was the hearsay of statements over the objection of the Union. In deciding the case, the arbitrator invoked the “residual rule” that an administrative action cannot be reversed solely on hearsay evidence, and therefore found that the State had not proven the charges.

Matter CSEA, Inc. (Alphonso Bell) and State of New York (Office of Mental Health) (Case No. 1267 0382 78)

Calendar of EVENTS

MAY

16 — Buffalo Local 003, monthly delegate's meeting, 3:30 p.m., M&T Plaza Suite.

Michael Carroll, Administrator of Member Group Insurance Programs, will discuss health and dental insurance programs.

21 — Region IV Business Meeting, 3:30 p.m., Manor’s, Troy.

24-26 — CSEA Armories Committee meeting and elections, Long Island.

28-30 — NYC Local 010 workshop, Concord Hotel, Kamesha Lake.

JUNE

8 — Capital District CSEA Armories committee meeting, dinner, election, Quail Bungalow Range.

13-15 — County Workshop, Ketcher's Country Club, Monticello.

15-17 — Region V Spring Workshop, Holiday Inn, Watertown.

23 — Saratoga County Local 846 installation dinner, 6:30 p.m., Elks Club, Saratoga Springs.

JULY

20-22 — Region IV Summer Workshop, Sagamore Hotel, Lake George.
Judicial reclassification plan soon

ALBANY — A long-awaited plan will soon be implemented reclassifying all 10,000 employees of the state's 12 Judicial Districts to the salary schedule of the Unified Court System. CSEA, which represents 5,500 of those employees in districts 3 through 10, called a meeting with New York State Chief Administrative Judge Herbert Evans recently, and was told that the judge agrees with the union's position that the plan should be put into effect as soon as possible. Judge Evans revealed that he has already reviewed the plan and made modifications on it.

"Our people are suffering from financial hardships every minute that the implementation of the plan is delayed," CSEA President Bill McGowan told Judge Evans.

A state law which took effect April 1, 1977 mandated that all city and county court employees be allocated to the state Office of Court Administration (OCA) salary schedule, which is higher than that of the local jurisdictions. The preliminary plan for that reallocation was released in 1978. But several other unions got an injunction challenging the authority of then-Chief Administrative Judge Richard Bartlett to sign the plan. In January of this year, the Court of Appeals ruled he did have that authority — but he was replaced on March 1 by Judge Evans.

CSEA, whose judiciary members stand to gain thousands of dollars in back pay from the plan, kept after the OCA to put the plan into effect. At the meeting in Albany on May 3, the union has been assured that shortly, all judiciary employees will be on the 1978 OCA schedule, complete with increased salaries retroactive to April 1, 1978.

"Judge Evans told us he is in the process of finalizing the plan with Chief Judge Lawrence Cooke," Mr. McGowan said. "We're glad this reallocation is finally going into effect, since it benefits thousands of employees under 11 different CSEA contracts statewide."

Also taking part in the Albany meeting were CSEA Collective Bargaining Specialists Manny Vitale and Pat Monachino; CSEA attorney Steve Wiley; and CSEA Executive Director Joseph Dolan. Other topics of discussion included the CSEA bill in the state legislature that would give permanent status to all provisional OCA employees who now hold competitive titles. Between 65% and 75% of all OCA employees are in this category, the union estimates.