ALBANY — After four months of hard bargaining and just hours before the deadline, CSEA and the State of New York reached agreement March 31 on a new three-year contract with major salary increases and no givebacks.

In a news conference held the following day, CSEA President William L. McGowan declared "Our negotiating team worked hard and stayed together and we ended with a good contract."

The settlement awards salary increases of 5 percent this year, 5.5 percent in 1986 and 6 percent in 1987. They compound to 17.5 percent over the life of the contract.

Longevity payments were maintained for most career employees while newer workers would continue to receive increments until reaching the top of their salary schedule.

(Continued on Page 14)
Big back pay for former Poughkeepsie worker

POUGHKEEPSIE — A former city of Poughkeepsie employee is $13,000 richer thanks to CSEA.

Following a two-year court battle, Janice Mielich recently received back pay which was further granted originally in a PERB ruling in February 1981. The PERB decision, which included reinstatement as well as back pay, resulted from a challenge by Mielich in January 1981.

According to Region III Field Representative John Deyo, Mielich, a nine- and one-half-year employee, argued that she had been improperly laid off by the city when it made budget cuts in 1981. She held that she was not a provi- sional employee as the city had claimed. Instead, because she had taken a promotional exam for her position as record clerk, she contended she should have been a permanent employee.

The PERB arbitrator agreed, stating in the ruling that Mielich “had no reason to believe that she was anything other than permanent.” Furthermore, “Mielich should have been made a permanent employee and not be subject to such a layoff,” according to the ruling.

Mielich refused the offer of reinstatement because while she was wait- ing for her case to be settled, she was offered a position with the town of Hyde Park where she currently works.

Deyo noted that if the city had not appealed the decision in 1983 and reim- bursed Mielich at that time, taxpayers would have been saved over $3,000, not including court costs.

CSEA Attorney Thomas Mahar explained that the $13,000 settlement reflected monies Mielich lost while she was laid off.

Mielich is thankful for CSEA’s perseverance on her behalf.

“This case went on for four years,” she noted. “I’m very grateful that Mr. Mahar kept going, even through the appeals. It was good to have CSEA on my side.”

Fear sparked by firing of guard in state job office

NEWBURGH — The firing of a security guard in the state Job Service Of- fice in the city of Newburgh could cause some serious safety problems there, according to a CSEA representative.

And workers in the office which handles job searches and unemployment

Ulster County way of figuring service time ruled in error

KINGSTON — Does an approved maternity leave constitute a break in con- tinuous service?

Ulster County officials thought so when they denied a 10-year longevity pay- ment to CSEA employee Deborah DeAngelo.

But according to the recent ruling of an arbitrator on the case, the county was wrong in its action. In fact, because the decision regarding timekeepers will be spending a lot of their time, in the next few weeks, adjusting service time not only for DeAngelo, but also for many other employees.

In the course of DeAngelo’s case, it was discovered that Ulster County had made a practice of adjusting service time every time an employee took approved leave.

Misinterpreting the meaning of continuous service under a vacation clause in the last contract, the county had proceeded to recalculate service time—excluding approved leave—for entitlement to longevity benefits, even though there were no discussions with the union on the subject.

The arbitrator pointed out that while the present contract language “sheds no light on the definition of continuous employment,” a 1977-79 contract clarified that approved leave time should be included as part of service time.

The arbitrator emphasized that changes in the longevity clause in the 1980-82 agreement did not affect the “element of continuous service.”

Candidates for statewide CSEA office to speak in Region VI

MAYVILLE — Announced candidates for statewide CSEA office have been invited to speak at a session co-sponsored by six western New York locals.

The forum will be at the White Inn, E. Main Street, Fredonia, on April 17 at 8 p.m.

Sponsoring the meeting are: Local 400, J. N. Adam Developmental Center, 408, Gowanda Psychiatric Center; 505, DOT-Mayville; 607, SUNY Fredonia; 827, Fredonia FSA; and 897, Chaithauqua County.

The meeting is open to all CSEA members.

Meeting highlights

EDITOR’S NOTE: The Public Sector regularly publishes a summary of actions taken by CSEA’s Statewide Board of Directors at the Board’s official meetings. This summary is prepared for the information of union members.

By Irene Carr

CSEA Statewide Secretary

ALBANY — The 1985 statewide officer election schedule, the audit report, and preparation of the new headquarters building were among matters addressed by the statewide Board of Directors at their Feb. 21 meeting.

On recommendation of the Local Government Executive Committee, appointments were made to fill vacancies on several committees. Appointments include John McAlonan to the Directors’ Budget Committee, Candy Saxton to the Personnel Committee, and Janice Schaff-McGuiness to the Public Sector Committee.

Plans were announced to hold the 1986 Local Government Workshop at the Nevelle in the Catskills. (The 1985 event is set for Albany, June 7-8.) The Special Audit Committee report was accepted. Details of the audit were published in a recent edition of The Public Sector. The accounting firm of Coopers & Lybrand were selected to perform the CSEA audit for the fiscal year ending Sept. 30, 1985.

The Budget Committee reported revisions in the 1986-87 budget, and the Board approved an increase in the line item Representation/Challenges from $50,000 to $150,000.

Three actions were taken upon recommendation of the Charter Committee. Environmental Facilities Corporation Local 065 was dissolved; a new local was created at St. Lawrence University; and contingent upon the state Legislature abolishing Ulster and Marcy psychiatric centers, the charters of Ulster PC Local 425 and Marcy PC Local 414 will be dissolved, and to represent those members a new local will be created, to be called Mohawk Valley Psychiatric Center Local.

The Public Sector Committee recommended that all candidates for statewide office be limited to a 500-word statement in the union publication.

Questions by CSEA members concerning the union’s Board of Directors should be directed to that member’s Board Representative, Local President, or to the Office of the Statewide Secretary. Copies of the Secretary’s Board minutes are mailed to all Board Representatives and Local Presidents.
STUDENTS STRIKE OUT — Part of the HVCC student body that joined the CSEA-FSA picket line.

College learns lesson as student body backs strike

TROY—“We want our family back!”

That slogan echoed the sentiment of more than 100 college students who joined forces with CSEA, marching in a strike recently against Hudson Valley Community College.

The six-day strike, involving 23 private sector members of the CSEA-Faculty Student Association (FSA) Unit, was a reaction to anti-union, anti-employee actions of the FSA management. The walkout was triggered by the firing of the unit president from his job as a security guard and management’s threat to contract out 15 food service positions to a private firm.

Moved by the depth of support demonstrated by students and CSEA for the unit, FSA management and the college administration were persuaded towards a speedy settlement.

The agreement, ratified by the unit by a vote of 18 to 1, includes:

• A one-year moritorium on the contracting-out of food service during which time both CSEA and FSA will bring in consultants to study the current operation and recommend various ways of making the operation more profitable.

• Extension of the current contract, which was supposed to expire Aug. 31, for one year with a wage opener.

• A streamlined grievance procedure for food service workers, included especially for those who feared harassment and intimidation upon their return to work.

• Reinstatement of Unit President John Discipio. His security position, the only one assigned in the campus center building, will be reviewed by a nationally recognized campus security organization next fall to determine its need.

“We have a year of peace, now,” said CSEA Field Representative Aaron Wagner. “The strike settlement, combined with the current contract language, provides a framework for a new relationship. It’s a new beginning for labor and management at HVCC.”
DON'T BUY

National Boycotts Officially Sanctioned by the AFL-CIO Executive Council
February 1985

BROWN & SHARPE MANUFACTURING COMPANY
- Measuring, cutting and machine tools and pumps.
- Machinists & Aerospace Workers

BRUCE CHURCH, INC.
- Lelluce, Red Coach, Friendly, Green Valley Farms, Lucky
- United Farm Workers

CONTINENTAL AIRLINES, INC.
- Scheduled airline
- Machinists and Aerospace Workers and Air Line Pilots

ADOLPH COORS COMPANY
- Beer: Coors, Coors Light, Herman Joseph's 1868, Golden Lager
- AFL-CIO Brewery Workers Local 366

EL AL ISRAEL AIRLINES, LTD.
- Air passenger and freight transportation
- Machinists & Aerospace Workers

FABERGE, INC.
- Personal care products: Aphrodisia, Aqua Net Hair Spray, Babe, Cavoce, Bru: Ceramic Nail Glaze, Flambeau, Great Skin, Grand Finale, Just Wonderful, Macho, Kiku, Partage, Tip Top Accessories, Tignex, Woodluxe, Zanada, Zim de Fragonard, Caryl Richards, Farrow, Fawcett, Faberge Organics, Oil, Chemical & Atomic Workers

KOSMOS CEMENT COMPANY
- Kosmos Portland Cement, High Early Curent, Air entraining Cement and Kosmortar Masonry Cement
- International Brotherhood of Boilermakers

LOUISIANA-PACIFIC CORPORATION
- Wood products: L-P Womanized, Cedarphone, Waferboard, Fibre, ORO-Bord, Redex, S ideal, Ketchikan, Pabro, Xanadu, L-P-X, L-P Forester, L-P Home Centers
- Carpenters & Joiners and International Woodworkers

MARVAL POULTRY COMPANY, INC.
- Turkeys and turkey parts: Marval, Tender Pride, Lancaster, Frosty Acres, Top Frost, Tabla-Rite, Manor House, Richfood, Food Club, Dogwood Hill Farms
- United Food & Commercial Workers

NIXDORFF-LLOYD CHAIN COMPANY
- Heavy duty chains sold in hardware stores
- Machinists and Aerospace Workers

R. J. REYNOLDS TOBACCO COMPANY
- Cigarettes: Camel, Winston, Salem, Doral, Vantage, More, New, Real, Bright, Century
- Smoking Tobaccos: Prince Albert, George Washington, Carter Hall, Apple, Madera Mixture, Royal Comfort, Top
- Little Cigars: Winchester
- Chewing Tobaccos: Brown’s Mule, Days Work, Apple, R. J. Gold, Work Horse, Top, Reynolds Natural Leaf, Reynolds Sun Cured
- Bakery, Confectionery & Tobacco Workers

SEATTLE-FIRST NATIONAL BANK
- United Food & Commercial Workers

STERLING RADITOR
- Baseboard heaters for the home
- United Automobile Workers

H. ESS OIL COMPANY
- Hess gasoline and Hess fuel oil
- United Steelworkers

INDIANA DESK COMPANY
- United Furniture Workers

Union Label and Service Trades Department, AFL-CIO

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Union puts squeeze on Orangetown

Members juicing up in all-out campaign for a contract

ORANGETOWN — As town officials here picked up whopping pay increases of up to 25 percent, CSEA members were still pushing for a meager 7 percent plus increments more than a year after their last contract ended.

The recent salary hikes of 10 to 25 percent for officials was an outrage that prompted members of Rockland County Local 844 to launch a letter writing campaign to get a public hearing in a last-ditch attempt to settle the contract.

Employees are decrying the fact that they have been unable to get any kind of raise while the town supervisor, clerk, and council members have received pay boosts of 11, 10.5 and 25 percent, respectively.

But unit members aren't putting the whole blame on town officials. They say that one of the biggest obstacles to reaching an agreement is the town's law firm which has done nothing to expedite matters.

Town workers have been without a contract since Dec. 31, 1983, a situation which has sunk morale to an all-time low, according to Collective Bargaining Specialist Joseph O'Connor. Contract negotiations which began in November of that year, ended in April 1984 in an impasse that remains unbroken despite a number of unsuccessful mediation sessions.

Last July, a fact finder was called in. The report, issued in November, called for ratification of a two-year pact that granted 7 percent in salary increases per year, inclusive of increments. The union negotiating team accepted the report with one exception: it wanted the 7 percent exclusive of increments.

"The negotiating team takes the position that salary increases should be exclusive of increments which have already been paid to the employees," says Local 844 President Frank Bosco.

Town officials never responded to the fact finder's report in any official way. Because of the town's inaction, CSEA called for a public hearing to try to settle the dispute. The meeting was set after O'Connor told Town Supervisor Joseph Colello in a letter dated Feb. 28 that, according to law, he must respond to the report.

Under Section 209(e) of the Civil Service law, a hearing must be held by an appropriate legislative body when a public employer does not accept the recommendations of a fact finder. The hearing has been set by the town for April 8 in the Orangetown Town Hall.

Meanwhile, the morale of the employees is deteriorating, says Unit President Michael Menagaux. But Bosco notes members of other units in Local 844 are helping improve spirits by their support. "Although the morale is slightly depressed because they have been without a contract for so long, there seems to be a spirit coming from the rank and file since they are demonstrating together," Bosco said.

Bosco has been critical of the law firm which is handling negotiations for the town, saying that it appears to be working against a settlement all along. In January, the town supervisor indicated a desire to settle the contract, according to Bosco. But, he says, the attorney, "who is being paid thousands of dollars of taxpayer money to negotiate the contract," appears to be disinclined toward settlement.

"The firm's position at the bargaining table has not been in the best interest of the town or the public employees who have consistently delivered quality service despite the lack of consideration by the town," said Bosco.
Unfair, counterproductive, members charge

Poughkeepsie — Employees at the Hudson River Psychiatric Center here say they are frustrated and disgusted with a change in the long-standing pass day policy regarding weekends off.

For the past few years, facility officials have given most in-patient care staff every other weekend off. But a recent edict from the administration now mandates bidding for pass days.

Officers and employees at the facility, who are members of CSEA Local 410, charge that favoritism is rampant and the system is causing more problems than it is solving.

Local Grievance Chairman Ralph Rose says he is ready to start filing grievances once the new policy officially goes into effect April 11.

"The officers of this local are willing to stand behind every member to fight this," Rose said. "We offered to help set up a fair and equitable schedule with the administration but they refused to listen to us."

In detailing inequities in the new system, Local President Tony Cassulli told of one instance where a worker who had seniority on his ward requested to lose his pass days to the more senior employee when he comes to the other ward.

According to Cassulli, this has a negative ripple effect, causing another worker to lose his pass days to the more senior employee when he comes to the ward. In addition, both wards are disrupted.

Local Secretary Debbie Brown said another problem with the bidding procedure is that employees' second and third choices are not considered in the schedule, even though those pass days may be available.

According to union officials, the bidding procedure was implemented to avoid overtime costs — a violation of the union contract.

In addition, CSEA officers say the union has had little input, as was promised by faculty officials.

"If the employees are unhappy, the morale deteriorates," said Cassulli. "Eventually, the patients suffer, as do the employees. I don't see how this will benefit anyone."

Local officers also object to the fact that the seniority bidding is not uniform throughout the facility, with each ward implementing its own plan.

Local Vice President Marge Harrison said on one ward, not one therapy aide is getting a weekend off, while on other wards, registered nurses and recreation therapists have every other weekend off — "proving once again that therapy aides are seriously understaffed," said Judy Watt, a local grievance committee member.

Commented Region III Field Representative John Deyo: "It seems that the hands-on patient care employees who are doing the most are getting the least — and now they're taking that away too."

Arbitrator says DMV is guilty of some sloppy work

NEW YORK — The state Department of Motor Vehicles said Examiner Riccardo Suggs was incompetent, and tried to fire him. But an arbitrator has ruled that it is DMV that is guilty of sloppy work instead.

As a result, with CSEA's help, Suggs has been cleared of any wrongdoing and reinstated to his position with back pay.

The state had terminated the 10-year veteran of state service, claiming that on several occasions he had approved taxi registrations without proof of insurance. But the arbitrator took DMV to task over its sloppy and unreliable procedures for double-checking filings.

The arbitrator also indicated that DMV had failed to gather a number of possibilities that were beyond Suggs' control, and did not question the examiner or seek any explanations about the situation from him.

Lag payroll proposal fought in Greenburgh

GREENBURGH — "On March 14, you will receive one week's pay instead of the usual two week's pay in order that we may institute a lag payroll."

That, in essence, was the content of a note that CSEA employees in the Town of Greenburgh found in their paychecks on Feb. 7.

As a result, CSEA Attorney Arthur Grae recently filed a demand for an arbitrator to resolve the situation. Grae, who said management claimed a lag payroll would alleviate bookkeeping problems, pointed out that the action is a clear violation of the union contract which specifically states that "employees shall be paid bi-weekly for work performed in the preceding two weeks."

Grae said he hopes the matter will be heard by an arbitrator as soon as possible.
Chalking up 40 years in school, this senior’s one for the book

WARWICK—Remember when boys wore their hair short and girls wore their skirts long? Even back before they started calling it the “retro look”? Dorothy Wilson does. In fact, she’s been an employee of the Warwick Valley Central School District for so long, that she’s seen trends among students go full circle—and then around again.

A secretary now to the superintendent, Wilson will mark 40 years as an employee of the district next year. And the changes she has seen could fill a history book. Wilson says she recalls once that a teacher was fired for wearing her dress up to her knees. Now, she notes, girls are back to wearing mini-skirts like in the ‘60s and blue jeans are standard gear for the boys. Unheard of in 1946 when Wilson began working.

“In fact,” she says, “we have one young lady who dresses like Cyndi Lauper.” (Lauper is a popular rock star who wears yellow and orange dyed hair and clothing from flea markets.)

One thing that never changes, though, is Wilson’s joy in seeing second and third generation students coming to the school, especially as teachers and school board members.

When they do come back as members of the board, for instance, she finds they often take more of an interest in education when they were students themselves.

“People seem to care more now. They’re more interested in the education their children are getting.”

For Wilson personally, one of the most positive changes in the past few years has been the unionization of non-instructional employees. CSEA has made a big difference for her and other workers, she says. “We’re making more money and getting better benefits now,” she said.

Wilson said that despite the good relationship Warwick workers have with the superintendent, they feel fortunate to have an advocate in the union.

NEW YORK CITY—If you’re at work, you’re at risk. Aiming ahead on that premise, Region II has announced plans for an Occupational Safety and Health conference to stress member involvement for well-being at the worksite.

Regardless of the work you do, there are potential hazards in your surroundings. It may be eyestrain from excessive VDT use or it may be the presence of toxic chemicals that you don’t even know about. But there are ways that you can identify the possible dangers and correct them.

OSH specialists Ken Brotherton from Region I and Linda Siccardi from Region II are among several guest speakers scheduled to speak at the meeting. Topics to be covered include: crisis intervention in mental health; office hazards; fire and evacuation safety; and workers’ compensation.

The program is slated for April 13 at Region II Headquarters, 11 Broadway in Manhattan. It is open to all CSEA members, but seating is limited so members are urged to reserve a place. Contact your safety committee chairperson or local president for details.

RITA MAGAZINE, grievance representative for New York City Local 010, shows off a display honoring Black History Month, which featured a number of CSEA members. The display, set up by the state Labor Department, was first exhibited at New York’s State Office Building where it was photographed. The display showcased the varied careers of black CSEA worker and other unionists.
Abuse-proof your children

Presented as a public service by CSEA and AFSCME

Because of the nature of the jobs of many CSEA and AFSCME members, they often witness firsthand the devastating effects of child abuse. As a result, CSEA and AFSCME are promoting child abuse prevention efforts. April has been designated as National Child Abuse Prevention Month. Throughout the month, the news media will be publicizing startling national statistics on child abuse.

In announcing a nationwide effort on child abuse prevention, AFSCME President Gerald W. McEntee said, “Let’s all do our share to prevent child abuse. If through our efforts we can prevent one child from being abused, we’ve accomplished an important deed.”

To that end, we are publishing the adjacent material which is designed to help protect children from abuse.

**TIPS TO PROTECT YOUR CHILDREN**

**TEACH THEM TO:**
- Not let anyone know when they are home alone
- Never go anywhere with anyone—even a friend—without permission
- “Buddy up” and go in pairs to the park or the store
- Tell you when any adult asks him or her to “keep a secret,” asks too many questions or wants to give a gift or take his/her picture,
- Understand that strangers are people they don’t know very well, not people they have never seen. Although they see them every day on their way to school or in the grocery market, they can still be strangers.
- Know how to use a telephone, and how to call an operator.
- Know their full name, phone number and address, including the state.

**CHILD FIND’S TOLL-FREE NUMBER:**
(800) 431-5005

A telephone number missing children may use, or people with leads about missing children can call

**CHECKLIST**

**KEEP THE FOLLOWING INFORMATION ON YOUR CHILD—CURRENT AND EASY TO FIND**

- A social security number
- A copy of your child’s fingerprints and palm prints
- All dental records
- All medical records
- A lock of hair
- Record of child’s blood type
- Height of child (dated)
- Weight of child (dated)
- Record of all scars, birthmarks, or other identifying features
- Frequent pictures or videotapes of child
- Have social security number and/or names marked in items child always has in possession, i.e., eyeglasses.

Phillipstown town employees say yes to a new contract

PHILLIPSTOWN — Putnam County Local 840 members in the Town of Phillipstown unit have ratified a new three-year contract. The new agreement provides for 50 cents per hour wage increases in each year, as well as a new dental plan. The wage increases amount to about 6 percent each year.

Regional Director Diane Campion, who negotiated the contract as a field representative, said the new contact also gives eligible workers an extended period of time to apply for a clothing allowance, and clarifies that employees may not be called back to work during approved vacations.

CONTRACT RATIFIED — Members of the Town of Phillipstown CSEA Unit negotiating team look over their new three-year contract. From left are CSEA Region III Director Diane Campion, Ron Van Tassel, Francis W. Colbert and Unit President George Hyatt.
Highlights
CSEA/State
tentative agreement
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COMPENSATION

General Salary Increase

First Year: Effective for work performed during the first payroll period of 1985. Salary in effect on March 31, 1985, plus a longevity payment added to base pay and the salary schedule in effect on March 31, 1985.

Because the effective date of the first year’s longevity across-the-board salary increase is in June of 1985 rather than April of 1985, the amount not paid in the first year of the contract is 4 percent.

Effective for the second payroll period of 1985, a longevity payment. The payment is also contingent upon an employee receiving a “satisfactory or its equivalent” performance evaluation.

Second Year: Effective payroll period of the first day of which is closest to March 31, 1986. Salary in effect on March 31, 1986, plus a longevity payment added to base pay and the salary schedule in effect on March 31, 1986.

Effective payroll period of the first day of which is closest to April 1, 1987, a 6 percent across-the-board salary increase added to base pay and the salary schedule in effect on March 31, 1987.

Salary Schedule

First Year: Step by step of the salary schedule in effect on March 31, 1985, will be increased by 5 percent. An additional step will be added to the schedule as the hiring rate, which is the hiring rate contained in the current schedule without being increased by the 5 percent upward salary adjustment. The hiring rate will only apply to new employees and will increase the time required for such employees to reach their job rate by one year compared to current employees who reach the job rate at their grade of their years of service. This new step will be added to the salary schedule without affecting the rate of increase for each grade and will have no affect, whatsoever on the salary to be received by a current employee.

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, 1986.

Third Year: The 5 percent across-the-board salary increase will be incorporated into each step of the salary schedule in effect on March 31, 1987.

Locational Pay Differential

First Year: The present locational pay differential of $600 per year for employees working in the New York City Metropolitan area (five boroughs of New York City, Nassau, Suffolk, Westchester and Rockland Counties) and in Monroe County will continue in effect. In the case of the Monroe County $600 locational pay differential, such differential will be continued for current employees, without increase, throughout the term of this agreement. Newly hired employees in Monroe County will not be eligible to receive the $600 locational pay differential.

Second Year: The locational pay differential for employees working in the New York City Metropolitan area will be increased by 2 percent, or $120.

Third Year: The locational pay differential in the New York City Metropolitan area will be increased by 6 percent, or $360 per year.

Additional Compensation Provisions

An amount equal to 1 percent of payroll for employees in CSEA bargaining units during the period of this agreement. This provision will be implemented the recommendations resulting from the Classification Study, and approved by the Worth Study group in accordance with this agreement. The first priority of making any adjustments in compensation will be given to CSEA employees working in critical facilities.

Examples of the Effect of Compensation Increases

The following example indicates how the compensation provisions of this tentative agreement would affect an employee whose position is allocated to salary Grade 9 and who has four years of service above the job rate prior to June 1986.

The employee in the example above would receive an increase over the three years of $2,959 in base pay, or 38 percent.

The following example indicates how the compensation provisions of this tentative agreement would affect an employee whose position is allocated to salary Grade 9 and who has four years of service above the job rate prior to June 1986.

The employee in the example above would receive an increase over the three years of $3,756 in base pay, or 38 percent.

The above examples show a total increase over the three years of $2,959 in base pay, or 38 percent.

The above examples show a total increase over the three years of $3,756 in base pay, or 38 percent.

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President William L. McGowan, CSEA counsel James W. Reemer, and GOER Director Thomas Hartott.
to April 1, 1986; thereafter, under the Empire Plan, removes annual and lifetime reimbursement caps for outpatient psychiatric care.

The Empire Plan also includes a number of administrative improvements including: toll-free numbers at Civil Service, a toll-free Health Line, improved training for agency insurance staff, a voluntary predetermination of benefits programs and a special claims denial review panel with CSEA representation.

The powers of the Joint Committee on Health Insurance are greatly expanded and strengthened to make the union a partner with the State in administering insurance benefits, controlling costs, and assisting members with complaints and claims denials.

An amount of $400,000, $450,000 and $500,000 for the first, second and third year of the agreement will be used by the Committee to monitor and analyze the conversion to the new health insurance plan and its administration for the purpose of promoting efficiency and reducing costs.

**TRAVEL ALLOWANCE/PER DIEM ALLOWANCES**

Mileage reimbursement for use of personal vehicles on official State business will be 30.5 cents per mile for the first 15,000 reimbursable miles and 11 per mile thereafter. This allowance conforms with newly enforced Internal Revenue Service rules that consider higher mileage allowances as taxable income. Upon demand of CSEA, negotiations can be reopened and disputes can be submitted to binding arbitration.

Per diem allowances for meals and receipted lodging for employees in travel status as follows for receipted expenses: New York City, $75 lodging and $25 meal allowance; Nassau/Suffolk/Westchester/Rockland, $75 lodging and $25 meal allowance; Albany/Binghamton/Buffalo/Rochester/Syracuse, $45 lodging and $15 meal allowance; elsewhere in New York State, $45 lodging and $15 meal allowance; and out-of-state, $75 lodging and $25 meal allowance.

Reasonable and necessary expenses will be permitted for per diem reimbursement where normal meal and lodging is not fully accessible to employees with disabilities.

**SAFETY AND HEALTH**

The Joint Safety and Health Maintenance Committee is strengthened and its scope is increased. Funding of the Committee is also increased to $550,000 for the first year, $400,000 the second year, and $450,000 the third year. The committee’s duties are as follows:

- Safety awareness, education, studies and research.
- Funding of labor/management initiated projects.
- Development of a Statewide Communications Network.
- Evaluate security concerns and make recommendations concerning security in State-owned and -leased buildings.
- Exploration of health effects of smoking in the workplace.
- Develop methods of disseminating information on the Right-to-Know law and make recommendations concerning policy improvements involving toxic substances.

Additionally, the Joint Committee will be responsible for two major projects. The Committee will make recommendations to the State for a statewide policy on Video Display Terminal (VDT) operations to be implemented on April 1, 1986. The policy will address approaches to combat stress, workbreaks, noise, workplace layout, lighting and equipment.

Vision-related issues will continue to be studied for possible inclusion of recommendations to the State policy.

Secondly, the Joint Committee will evaluate existing policies of State agencies regarding personal protective equipment, e.g. hard hats, protective eye equipment, safety shoes. By April 1, 1986, recommendations will be made for a consistent statewide policy which will be in full compliance with OSHA standards. There is emphasis on resolving safety problems at the local level, with avenues established to take unresolved issues to higher levels.

Some important points to be considered at the local level are cooperation in identification and prevention, develop plans for implementation of safety programs and purchasing safety related materials and equipment. Another important issue is devising methods by which unsafe work assignments can be prevented.

Other important safety items include:
- Employee organizational leave for designated local Safety Committee members,
- More responsive safety grievance procedure,
- Medical screening, and,
- Identification, proper training and equipment for cleaning or removing substances.

**EMPLOYEE DEVELOPMENT AND TRAINING**

All existing programs receive increased funding, with the exception of the Employee Orientation program.

CSEA’s Labor Education Action Program (LEAP) will be adding to its tuition free course offerings by developing new programs more closely related to advancement opportunities in state service. In addition, CSEA will be starting a pilot project, the Institute for Development, Education and Advancement (IDEA), to help people prepare for promotional and training opportunities and to improve work skills. Also, new programs addressing training in administering the collective bargaining agreements, safety and health, and a resource counseling network have been funded. Maximum reimbursement for tuition has been raised to $500 per fiscal year.

**EMPLOYEE BENEFIT FUND**

The State’s contribution to the CSEA Employee Benefit Fund will be increased to $401 in the first year, $450 the second year and $490 the third year of the agreement. Eligibility for coverage under EBF remains the same.

**ACCIDENTAL DEATH BENEFIT**

The beneficiary of the estate of an employee who dies after April 1, 1984, as a result of an accidental on-the-job injury and who is eligible for a death benefit provided by the workers compensation law shall receive a $50,000 death benefit provided by the State. Children of the deceased CSEA member receiving this death benefit will be eligible for full tuition to attend any of the State University’s colleges at State expense, providing they meet the institution’s entrance requirements.

**CWEI/P**

This committee will be restructured to provide for a six-member Statewide Labor/Management Committee that will study, recommend and implement policies relating to productivity and quality of working life. Reimbursement for the $5 exam fee will continue, and funding will be made available for the World Trade Center relocation project. The Committee will receive an appropriation of $1.25 million in each year of the agreement.

**EMPLOYEE ASSISTANCE PROGRAM**

An increased appropriation will be made available to continue the EAP effort under the existing joint labor/management arrangement. The contract provides for an appropriation of $450,000 for the first year, and $350,000 and $550,000 in subsequent years of this agreement.

**DAY CARE**

The commitment to the development of new day care centers and improvement of existing on-site child care centers is strengthened by an appropriation of $500,000 in each year of the agreement. The State and CSEA are committed to assure that all on-site child care for State employees is provided in safe, high quality centers and that such centers will continue to meet the standards established by the Department of Social Services.

**EMPLOYMENT SECURITY**

A new State/CSEA Employment Security Committee has been established to jointly study an attempt to resolve matters relating to work force planning, continuity of employment, work force retraining, and work force impacts relating to changes in skill requirements and new technology. This Committee will receive an appropriation of $300,000 in the first year, $350,000 the second year, and $400,000 the third year of the agreement.

**WORKDAY/WEEKWEEK**

The workday/workweek article has been simplified and clarified to provide a general workday and workweek for both shift and non-shift employees. Additionally, the procedure for changing an employee’s workday or workweek has been clarified to require notice to CSEA of a change in an employee’s workday or workweek in an emergency. An employee who is affected by a change in a workday or workweek shall have a minimum of 90 days notice prior to the effective date of the change. The length of the workweek remains unchanged.

A new provision has been added, providing that an employee who is on
Tentative CSEA/State contract highlights

COALITION CONTRACT GENERAL HIGHLIGHTS

WORKFORCE SCHEDULING AND OVERTIME
A joint State/CSEA Executive Labor/Management Committee will be established to investigate, review and make recommendations regarding the adequacy of present employee scheduling, deployment and overtime. The joint committee will receive an appropriation of $150,000 to support its activities and investigations. It is required to develop findings and recommendations by October 1, 1986, aimed at addressing overtime problems and improving work scheduling.

OUT-OF-TITLE WORK
The out-of-title grievance procedure has been revised to provide for an agency level hearing where the CSEA grievant and union representative can attempt to resolve the dispute concerning out-of-title work. The written opinion by the agency can be appealed to the Director of the Governor's Office of Employee Relations. The procedure requires that a written opinion be made within 30 days of receipt of the appeal. Grievants receiving monetary relief for higher level duties will receive compensation at the higher rate as if they were promoted to the higher grade. A training program will be developed for the purpose of explaining the standards used to determine out-of-title work and how to properly prepare grievances.

WORKERS COMPENSATION
The Workers' Compensation article has been simplified to provide that the State and an employee are bound by the determinations of the Workers' Compensation Board regarding an employee's eligibility for benefits. This removes the ability of a local facility to deny an employee Workers' Compensation benefits. An employee absent due to a compensable occupational injury shall receive 100 percent of the employee's net pay (the same compensation presently received after all deductions) for up to nine months. The current contract provides for a six-month benefit.

The current contract provides for a 10 consecutive calendar day waiting period before an employee is eligible for the contractual Workers' Compensation benefit. This waiting period has been reduced to seven calendar days. Also, the current contract provides that if an employee is absent for 20 consecutive working days following an occupational injury, the employee is eligible for the Workers' Compensation benefit to the first day of absence. This 20-day period has been reduced to 14 calendar days. While absent due to a compensable Workers' Compensation injury, an employee will be considered to be on the payroll for the purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions, accrual of vacation and sick leave, personal leave, Social Security and retirement. The Workers' Compensation benefit shall also be provided for therapy, doctor's appointments for the compensable injury, and any other continuing treatment as required for Workers' Compensation.

SICK LEAVE
Charges for State-provided housing and meals will be increased 17.5 percent in each year of the agreement for meals and 15 percent in each year for housing. These rates have not increased since 1977. CSEA and the State have agreed to develop an indexing formula for future automatic adjustments to these rates.

STATE-PROVIDED HOUSING AND MEALS
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SEASONALS
The general salary increase will apply each year to seasonal employees, except short-term seasonals in the Parks and Recreation Aide series and State Fair Worker positions who return during 1985-86. They will receive the general salary increase for the first year of the contract only. Seasonal employees with three years continuous service having a total of 19 pay periods per year are now eligible for three days leave accruals. This leave can be taken when the employee has completed two months of service after the eligibility date. Where a seasonal position is established for six months or more, the State will not intentionally break service to avoid health insurance eligibility.

All contractual protections for discipline remain. The procedure has been improved to provide that employees may now use accrued leave credits, other than sick leave, during a period of pre-hearing suspension if not offered a temporary reassignment. Arbitrators must rule on the propriety of such a suspension at the close of the State's case. An employee's rights upon reinstatement after a successful disciplinary arbitration have been further clarified and enhanced, including the expedited processing of grievances relating to any change in an employee's shift, work location or pass days after an employee's acquittal on disciplinary charges.

NO DISCRIMINATION
The contract has been amended to prohibit discrimination based on sexual orientation. A joint Affirmative Action Advisory Committee shall develop appropriate recommendations in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and Vietnam Era veterans.

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SICK LEAVE
The current sick leave accrual system will continue for all employees. The State and CSEA agree that during the term of this agreement they may reconsider modifications and improvements in the area of illness/disability related income protection. Any proposed program will be subject to the ratification of CSEA members before it can be implemented.

Absences resulting from treatment of service-connected disabilities at a facility operated by the Veterans Administration shall represent an appropriate charge to sick leave credits and shall not be subject to review under absenteeism control programs. Contract language referring to the Sick Leave Monitoring Unit is removed.

James W. Roemer listen at GOER Director Thomas Hartnett, right, state's chief negotiator, responds to a question from news media.

PRINCIPAL NEGOTIATORS MEET THE PRESS — Top union negotiators CSEA President William L. McGowan, left, and chief counsel and negotiator
Tentative CSEA/State contract highlights

Major salary increases, no givebacks

(Continued from Page 1)

In addition, 1 percent will be set aside in the second and third years for comparable worth adjustments and to implement classification studies. The total contract package will cost the state an extra $400 million.

Executive Vice President Joseph McDermott adds “There are a number of other economic items that address the needs of CSEA’s membership and makes the settlement very attractive.” Health insurance benefits would expand under a new “Empire Plan” which will replace the current Statewide Plan and GHI Option. It would go into effect April 1, 1986.

State contributions would remain at 90 percent for individuals and 75 percent for family coverage. “The Empire Plan incorporates the best features of the two plans it replaces,” notes chief negotiator James Roemer. “It guarantees State employees will have all the coverage they need. And, they will no longer be playing Russian roulette with their medical expenses.”

Employees formerly enrolled under GHI would receive better medical/surgical coverage, especially in cases of catastrophic illnesses, while employees currently under the Statewide Plan would get access to participating providers who accept “Empire Plan” allowances as full payment for a variety of covered services.

There are also guarantees that the lowest paid employees will not have their out-of-pocket expenses increased.

The 40,000 CSEA workers in the New York City metropolitan area will benefit from increases in location pay. The differential remains at $200 this year, but doubles to $400 next year and goes up to $600 in 1987.

CSEA won additional compensation for Department of Transportation workers affected by arbitrary changes in the work schedule.

DOT workers who have their winter shifts drastically altered will receive extra compensation of, respectively, $200, $250 and $300 over the next three years.

“This is a major item,” says McDermott, a former DOT president. “This winter many DOT workers were forced to begin work at 4:00 a.m. If the practice must continue, at least management will now have to pay for it.”

The contract also boosts funds for day care centers and improves measures to promote health and safety, especially as it relates to VDT operations. State contributions to the CSEA Employee Benefit Fund will also increase to maintain and perhaps improve dental, prescription drug, vision and personal legal benefits.

Attended the informational meetings in your region

REGION INFORMATION SCHEDULE

ALBANY—A series of informational meetings to explain in detail provisions of the tentative agreements, and to answer any questions by members, has been scheduled. Teams of CSEA staff members actually involved in the recent contract negotiations will conduct each session. Also participating will be members of the CSEA negotiating teams.

The meeting schedule, by Region, is as follows:

REGION I
Friday, April 26, 7 p.m.
SUNY Farmingdale
Nold Hall

REGION II
Monday, April 22, 5 p.m.
World Trade Center
Tower #2, 44th Floor Hearing Room

REGION III
Tuesday, April 23, 7 p.m.
Rockland Psychiatric Center
Auditorium

REGION IV
Friday, April 26, 4 p.m.
Empire State Plaza

REGION
Monday, April 29, 4 p.m.
State Campus

REGION VI
Wednesday, April 24, 6:30 p.m.
Upstate Medical Center
9th Floor Auditorium, Weiskotten Hall
Irving Ave., Syracuse

Thursday, April 25, 6:30 p.m.
Mohawk Valley Community College
Campus Auditorium, Sherman Drive
Utica

Monday, April 22, 7:30 p.m.
Dowd American Legion Hall
598 Buffalo Road
Rochester

Tuesday, April 23, 7 p.m.
Buffalo State University, Amherst Campus
Center for Tomorrow, Maple Road
Amherst
Major revamping of health insurance under the tentative agreement will improve benefits and will take major steps toward containment of medical costs.

A "very pleased" Timothy Mullens, who as director of CSEA's Insurance Department provided expertise in the complex health benefits field on the union's side of the table, said many of the improvements in the program are in direct response to input from rank and file members.

Under the program a new comprehensive, statewide health insurance plan, called the Empire Plan, will replace the current Statewide Plan and GHI Option. (Members may still opt to be covered under a Health Maintenance Organization (or HMO).)

CSEA negotiators were also able to enhance the basic "core" Empire Plan, to provide additional benefits, and reduce potential out-of-pocket expenses.

The state will continue to pay 90 percent of the cost of individual coverage and 75 percent of the cost of family coverage under the CSEA/Empire Plan, which is not expected to take effect until April 1986. In the meantime, existing coverage and premium portions that members are paying effective Jan. 1, 1985, will continue in effect.

"Basically, the new program takes the best of both worlds from GHI and the current Statewide Plan coverage," Mullens said. "And there are no benefit givebacks. The cost-containment measures in the package are designed to put a lid on medical costs, not to put more burden on the member."

Another major gain in the tentative pact is strengthening of the Joint Labor/Management Committee on Health Benefits. Funding for the committee is increased, as are its assigned responsibilities.

"The committee will have hands-on responsibility for areas such as administration and claims review," Mullens noted. "What this means is that from now on, CSEA will be a true partner in the area of health benefits. We will participate and have input in the plan year-round. Health insurance will no longer be something that we only sit down and talk about every three years."

Mullens noted that the 30,000 members enrolled in the GHI option, who currently make no contributions toward premium costs, will pay a premium share with the Empire Plan.

"I want to strongly stress two points to those members," he said. "First, even without the Empire Plan, if we had retained the GHI option, we most surely would not have been able to leave the table without hitting those people with a premium cost. This way, they get substantially increased benefits for the premium share they will have to pay when the Empire Plan is implemented.

"And second, and perhaps most importantly, these people covered by GHI have been woefully under-insured and have had no protection against catastrophic losses. They have simply been gambling that they wouldn't have a major illness or injury and racked up big medical bills. Unfortunately, many of them have lost that gamble, and suffered substantial out-of-pocket medical expenses with absolutely no way to cover them."

"The CSEA members under the Statewide (Metropolitan) option had no ability to use a participating physician and thereby avoid deductibles and co-payments. Under the Empire Plan, they will have that ability and, hopefully, save several hundred dollars each year in out-of-pocket expenses," Mullens said.

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**The Empire Plan**

The Empire Plan is a new comprehensive statewide health insurance plan, which will replace two existing plans—the GHI Option and the Statewide Plan.

The plan generally will continue current hospital coverage, will include medical/surgical coverage, and will provide major medical coverage.

Medical/surgical benefits will be covered through use of participating providers. These are physicians and other health professionals who agree to accept the plan's schedule of allowances as payment in full. In these cases, benefits are paid directly to the providers at 100 percent.

Upon implementation on April 1, 1986, the Empire Plan will replace the GHI and Statewide Option in the State Health Insurance Plan that Participating Agencies (Local Governments) and Retirees are covered under. The HMO Option will continue to be offered. The CSEA Empire Plan enhancements will be incorporated into the Empire Plan for Participating Agencies and Retirees with the exception of the head of household maximum out-of-pocket expense limitation, which is increased, as are its assigned responsibilities.

Major medical coverage provides benefits when non-participating providers are used.

* Annual out-of-pocket expenses (the deductibles) are limited to $130 per person up to $590 per family. (This is a CSEA-negotiated improvement over the core plan, which set deductibles at $150-$450.)
* The plan will pay 80 percent of covered services based on "reasonable and customary charges."

When the individuals out-of-pocket share reaches $258 per person, the plan will pay 100 percent of charges. This maximum out-of-pocket co-pay requirement will be reduced to $400 for employees earning $15,000 a year or less who are heads of households. (This is a CSEA-negotiated improvement over the core plan, which set the co-insurance requirement at $2,500 per person or per family.)

* The Plan pays up to a lifetime maximum of $1 million in covered expenses. (This is a CSEA-negotiated improvement on the core plan maximum of $100,000 per year.)

* The Plan pays up to a lifetime maximum of $1 million in covered expenses.

In addition to general medical care for treatment or diagnosis of illness or injury, the plan provides benefits for such services as allergy desensitization, routine podiatric care, physiotherapy, speech therapy, chiropractic care, emergency first-aid services and psychotherapy.

Benefits cover surgery, anesthesia, maternity care, in-hospital medical care, radiation therapy, consultation by specialists, diagnostic procedures and laboratory tests.

Other coverages include ambulance service, visiting nurse service, private duty professional nursing services, and appliances, equipment and oxygen.

The allowance for an annual physical exam for those age 50 and over has been increased. Under the CSEA/Empire Plan, the allowance for employees is increased from $50 to $100 a year, and in addition, the worker's spouse, age 50 and over, is now eligible for reimbursement of up to $50 for an annual physical.

In-hospital "well-baby" care is increased to $100 (up from $75 in the core plan).

CSEA also negotiated a new allowance for $150 every three years toward fitting and purchase of a hearing aid.

And outpatient psychiatric benefits have been improved by removal of the annual and lifetime reimbursement caps.

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**Cost containment will be achieved in several ways**

Cost containment provisions are built into the Empire Plan. A variety of approaches will be used to keep the lid on health care costs.

An extensive employee communications program designed to help employees become better health consumers will be established. The program will include a toll-free telephone "Health Line," which will provide information on how to use the health insurance plan wisely, what questions to ask doctors, and what health care options might be available.

A pre-admission certification program will be set up, under which the employee's physician will be required to obtain pre-authorization for all non-urgent hospital admissions (i.e., other than maternity or emergency admissions). This process can avoid unnecessary or too-long hospitalizations and enable employees to avoid claims denials.

Psychiatric inpatient stays will be reviewed by psychiatric professionals.

The program will also address the problem in medical specialties (such as anesthesiology and plastic surgery) where not enough specialists are participating physicians. Efforts will be made to sign up more participating providers in these fields.

A voluntary medical case management program will follow cases of severe catastrophic illness or injury to refer patients toward the most appropriate type of care. For example, a severe burn case might be referred to a special burn treatment center; or in-home modifications might be arranged to make it possible to care for some patients at home rather than in institutions.

These and other cost containment measures will be monitored by the Joint Committee.
Health and safety on-the-job

Greater emphasis makes the workplace safer

Health and safety on-the-job receives new emphasis in the tentative agreement, with special attention paid to VDT concerns, prevention of unsafe work assignments, strengthening of the toxic substance "right to know" protections, and strengthening of joint labor/management committees to address safety concerns.

CSEA's Director of Safety James Corcoran characterizes the agreement as "a sincere effort to respond to the safety concerns of our members."

"The thread which runs through all this is involvement at the local level," Corcoran said. "The best place to identify and address safety and health problems is at the workplace, at the local level, where they occur. The policy embodied in this contract language recognizes this, encourages labor and management to work together to solve these problems, but then provides higher levels to go to if problems remain unresolved."

The tentative contract strengthens the statewide Joint Safety and Health Maintenance Committee, and increases its funding to $550,000, $400,000 and $450,000 during the three-year contract period.

The Joint Committee's duties will include a safety awareness program, education and training, funding of agency-level safety committee proposals, a statewide data-sharing network, and research and study to identify problems and develop solutions.

Health and safety concerns related to video display terminals (VDTs) are addressed in contract language. "We were able to negotiate on this because the Joint Committee has been exploring this issue for several years, and a recent NIOSH (National Institute for Occupational Safety and Health) study has laid the basic groundwork for us," according to Corcoran.

Under the tentative agreement, the Joint Committee will make recommendations by Oct. 1, 1986, which will address the "ergonomics" aspects of VDT operation. By April 1, 1986, the state will develop a policy. The policy will address measures to combat stress, noise considerations, workstation layout and design, and purchase of proper equipment. The tentative contract also calls for the state to make a good faith effort to address the ergonomic needs, as it involves purchase of new equipment, within two years.

The Joint Committee will continue to examine vision issues related to VDT use, and when data is available, the state will develop a policy.

Personal protection equipment—such as hard hats, protective eye gear, safety shoes—is also addressed. The Joint Committee will review existing agency policies, and by April 1, 1986, will make recommendations for a consistent statewide policy, which will be in full compliance with OSHA standards.

Right-to-know language relating to toxic substances is strengthened. The Joint Committee will develop programs to make sure employees are informed regarding toxic substances they come in contact with in the workplace and that they get the proper training and equipment for dealing safely with the toxic substances. Also, workers exposed to toxic substance on the job will have the opportunity to be medically screened at state expense.

Prevention of unsafe work assignments has been a long-standing union concern, and contract language empowers local labor/management safety committees to discuss methods by which such unsafe assignments can be prevented. Union representatives designated to investigate grievances arising under the safety and health article will be covered by employee organization leave under the tentative agreement.

The issue of security in state-owned and leased buildings will also be the subject of evaluation and recommendations by the Joint Committee.

Smoking in the workplace will also come under study, and non-smoking areas in state workplaces may be established on a pilot basis.

"This language recognizes the serious health concerns created by smoking," Corcoran said. "Both smokers' and non-smokers' rights will be recognized."

Safety and health grievance procedures will also be modified. "Basically, the language says that in the case of health and safety violations, if there's another avenue to pursue to remedy it—such as Public Employee Safety and Health or Right to Know—you have to pursue that avenue first. Then if you exhaust those remedies without a resolution, you grieve it," Corcoran noted. "The process is also modified in the sense that it goes through different channels at the third step; on the CSEA side, for example, the grievance comes to our Office of Safety at the third step."

Heating and cooling problems in buildings will be addressed in a side letter to the agreement.

"We weren't able to get strong policy language about heating and cooling problems, but we did obtain a recognition of the issue and a mechanism in which labor and management can try to address problems," Corcoran added.

"All in all, we have some good health and safety language to work with in this agreement," he commented. "The teeth will have to be provided by CSEA members. For this language to work properly will require ongoing vigilance and effort by members at the local level."

For CSEA's state members, this issue of The Public Sector contains the first details on the tentative contract that you will soon be asked to ratify.

In the days ahead you will receive more information, and you will be able to attend meetings where the contract will be explained.

Your negotiating team worked hard for four months. I believe your team has put together a good contract. It does not contain everything I would like, but that is the nature of negotiations. It is the best contract possible. It should keep our members' salaries ahead of the inflation rate, it increases the geographic differential for New York metropolitan area workers, and it contains no givebacks.

For more than a year before these negotiations, the state said its priority was to take away our sick leave. There are no changes in the leave policy in this contract.

I know that many of you are concerned about the changes which will occur next year in the health insurance package. We went into these negotiations with a goal of improving the health care package and containing costs, especially for our lowest-paid members. I believe this plan will do that. And I believe when you examine it, you will agree.

In the coming weeks we will be making every effort to answer your questions about the entire contract. Read the information you will receive, and attend the meetings. This is your contract.

Your negotiating team has worked hard and done a good job. The final decision is yours. Get the answers to your questions, and I think you will agree that this is a good package.

William L. McGowan
CSEA President
ANNUAL LEAVE REQUESTS
Facilities must establish by September 1 of each contract year, dates by which employees may request annual leave of five days or more.

ANNUAL LEAVE ACCUMULATION
An employee who is denied annual leave days may accumulate over 40 days if used within the same fiscal year.

SICK LEAVE NOTIFICATION
Employees are no longer required to call in every day of a sick leave absence if they relate to their supervisor on the first call their expected date of return. Employees will not be denied sick leave based on not having spoken directly to their supervisor.

DOCTOR'S CERTIFICATE
Upon notice to the supervisor, an employee may submit a doctor's certificate on a confidential basis directly to the facility or agency personnel office.

DENIAL OF LEAVE
If an employee does not receive a response to a request for time off within four days, the employee may appeal to a facility designee and be guaranteed a response within two additional days.

LEAVE REQUESTS
Facilities must establish dates by which an employee may request individual days off in order to have their seniority considered.

BEREAVEMENT LEAVE
The definition of family will be added to the contract for bereavement leave purposes.

USE OF LEAVE CREDITS
After an employee has exhausted sick leave credits, upon request other credits may be charged.

LPN—DEVELOPMENT AND TRAINING
$150,000 was negotiated over the life of the agreement to fund programs for professional development and training for Licensed Practical Nurses.

PROBATIONARY LEAVE
Employees returning from a probationary leave will be guaranteed their former shift and first preference for available vacancies at their former work location.

GENERAL HOSPITAL DUTY
General hospital duty will now be established by rosters. Employees assigned will receive premium pay of 15 percent of their daily rate if travel time is over one-half hour from the facility, in addition to their transportation costs.

COMMUNICABLE DISEASES
Testing and immunization policies will be established and implemented for employees exposed to Hepatitis B.

UNIFORM ALLOWANCE
$765,000 was negotiated over the life of the agreement to provide a uniform maintenance allowance to employees working in Food Service Worker titles. $270,000 was negotiated over the life of the agreement to provide a uniform maintenance allowance for additional titles in the Institutional Services Unit.

WORK-RELATED CLOTHING
$90,000 was negotiated over the life of the agreement for work-related clothing for selected titles in the Institutional Services Unit.

PERSONAL HISTORY FOLDER
Employees will be guaranteed not to charge leave accruals when reviewing their personal history folder.

NOTICE OF OVERTIME
When it is known by the facility, notice of such overtime shall be given to employees at the beginning of their regular shift.

SENIORITY
Seniority will be accrued from the first day of employment, regardless of status. Military leave of up to four years will be included for seniority purposes.

SCHEDULING OF PASS DAYS
Seniority shall be used to determine the order of selection among employees for the scheduling of pass days within each shift and title.

POSTING
Grade 13 Competitive Class positions and above will now be posted.

REBIDDING
Rebidding procedures are now an appropriate item for discussion in a local labor/management forum.

SPECIALIZED TRAINING
$300,000 was negotiated over the life of the agreement to provide specialized training to Institutional Services Unit employees in the Department of Corrections and the Division for Youth to deal with significant hazards that exist in those agencies. In addition, specialized training will be provided to ISU employees who supervise potentially dangerous clientele. This includes, but is not limited to, employees working in Multiple Disable Units, Admitting Offices, etc.

MEAL ALLOWANCE
A meal allowance will be allowed each day that an employee is required to work at least four hours of overtime continuous with their regular shift.

CAREER ADVANCEMENT
$300,000 was negotiated over the life of the agreement to study and identify designated job titles within the Institutional Services Unit suitable for career advancement, and to stimulate, develop and implement career advancement training programs. A special joint committee will be formed to study career advancement within six months of ratification of this agreement.

LIGHT DUTY
The Employee Health Service will establish and publish guidelines for light duty.

STRESS MANAGEMENT
$100,000 was negotiated for the first year of the contract to research, study and develop programs toward relieving job-related pressures. Such programs shall include, but not be limited to, topics such as stress management, interpersonal relationships, and topics regarding the care and treatment of the mentally ill, mentally retarded, youthful offenders and prison inmates.

Funding for implementation in the second and third year of this agreement shall be determined by the Executive Committee of CWEP.

HOLIDAYS
Martin Luther King Day is now the 12th official State holiday. There will be two floating holidays which will be identified in April of each year.

LABOR CLASS—POSTING AND BIDDING
Labor Class titles will now be posted, and employees will be able to bid on job vacancies.

WORK SCHEDULE ADJUSTMENTS
After working overtime, the employee will have the option of taking time off in lieu of overtime pay within a payroll period.

REIMBURSEMENT FOR PROPERTY DAMAGE
In addition to present contract language, employees will be reimbursed for personal property damage or destruction outside of the provisions of the State Finance Law, up to a maximum of $250 per claim.
Most LEAP programs to expand

CSEA/LEAP, the Labor Education Action Program, will see most of its programs expanded along with introduction of a new IDEA—the Institute for Development, Education and Advancement.

In addition, LEAP will be making its tuition free course programs more directly related to advancement opportunities within State service.

New emphasis will be placed in training people in administering collective bargaining agreements. Education in safety and health will also be on LEAP's agenda as well as a resource counseling network.

Finally, maximum reimbursements for tuition will go up to $600 each fiscal year.

McDermott warns about bus belts

ALBANY — CSEA Executive Vice President Joseph McDermott warns that any legislation which requires school buses be equipped with seatbelts must not also make drivers responsible for buckling up.

"Bus drivers would need two pair of eyes—one to watch the road ahead, and the other to watch the passengers sitting behind them. Sometimes, the suggestion is made that if teachers are required to keep students seated during study hall, then bus drivers should have a similar responsibility of making sure students wear seatbelts while on the bus. But," says the union leader "there's a difference. The classroom isn't on wheels and doesn't have to be steered."

McDermott urges that if such legislation is approved, it specifically exempt drivers from any responsibility or liability in case of accidents.
OPERATIONAL SERVICES UNIT HIGHLIGHTS

APPRENTICESHIP TRAINING
Continuation of the Joint Apprenticeship Training Program with increased funding in the amount of $500,000 in the first year, and $750,000 and $800,000 in the second and third years of the agreement.

WORK CLOTHING
Allowances have been increased to $600,000, $660,000 and $720,000 for each year of the agreement.

TOOL ALLOWANCE
Employees required to provide a personal tool inventory for use in performance of jobs will receive an annual allowance of $150 in June of each year of the agreement.

TOOL INSURANCE
$20,000 is available each year for reimbursement to employees required to provide personal tools for loss due to fire or theft at employer’s premises, up to a maximum of $2,000 ($250 deductible).

REIMBURSEMENT FOR PROPERTY DAMAGE
Appropriation of $50,000 in each year of the contract to employees who incur personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law. (Maximum claim of $250.)

EMPLOYEE DEVELOPMENT AND TRAINING
Funding for employee development and training has been increased to $2,276,000 for the three-year term of the agreement.

REVIEW OF PERSONAL HISTORY FOLDER
Current seven sections of this article are condensed into five sections. Provides that employee’s written response is to be attached to the document to which it pertains. Employee request for removal from file of adverse material is reduced from three to two years.

LEAVE FOR PROBATIONARY EMPLOYEES
Additional language provides that employee who accepts appointment to a permanent non-competitive position at a higher salary grade within the same department/agency, shall be granted leave of absence from former position for a period not to exceed 52 weeks or the period of actual probation.

VACATION — WATERWAYS EMPLOYEES
Allows canal employees with five or more years of service five consecutive days of vacation between April 1 and December 1 each year. Formerly, employees needed 10 or more years of continuous service.

VACATION SCHEDULING
An employee’s written request for vacation shall be answered in writing within five working days of receipt.

VACATION CREDIT ACCUMULATION
Allows an employee who is at maximum vacation accrual of 40 days, and who is ready to exceed this limitation the following pay period, and whose requests for usage are denied, to exceed the 40 day maximum limitation, with the qualification that the balance cannot exceed 40 days at the end of the fiscal year, March 31.

OVERTIME MEAL ALLOWANCE
Allows for payment when the overtime worked is either three hours before (and contiguous with) or three hours after (and contiguous with) regular tour of duty. Formerly, allowance was provided only when the overtime hours worked were subsequent to and contiguous with the end of regular tour of duty.

HOLIDAY OBSERVANCE
Martin Luther King Day included as the 12th official holiday. Selection of floating holidays (up to two) shall not be unreasonable or arbitrarily denied. Floating holidays, should the State designate one or two, to be announced during the month of April.

TARDINESS — EMERGENCY DUTIES
Enrolled civil defense volunteers category is added to this article.

MEDICAL CERTIFICATES
When an employee is required to provide a doctor’s certificate, it can only occur as a result of review of the employee’s attendance record. This requirement would follow counselling and written notice to the employee. The requirement shall be of reasonable duration.

POSTING AND JOB VACANCIES
New language is consistent with the then existing provision and serves to clarify its application. The new language reads as follows: “Appointment to higher salaried vacant positions in the non-competitive class shall be made on the basis of seniority from among the employees bidding pursuant to Section 25.1(a), provided the candidate meets the posted qualifications required, meets the legitimate operating needs of the department or agency, and has the ability to perform duties and responsibilities satisfactorily. The requirement to prove qualification shall rest with the employee.”

PERMANENT LABOR CLASS VACANCY
Prior to appointment of a non-state individual to a permanent labor class vacancy, an employee with a temporary appointment in the same labor class title at the specific work location/operating unit where the permanent vacancy exists shall, if continued as an employee in that title, be appointed to the permanent vacancy. Where there is more than one temporary employee, selection is at the State’s discretion.

PERSONAL LEAVE
Provides to an employee who is unexpectedly and unavoidably absent from work, use of personal leave without prior approval, as long as notification occurs within two hours after the beginning of work and as long as there is an acceptable, satisfactory explanation for such absence.

SENIORITY — DEFINITION
Changes made to conform to what exists: Department of Mental Hygiene changes to Office of Mental Health and to Office of Mental Retardation and Developmental Disabilities; and new (o) is added, Division of State Police — Troop or Division Headquarters. Article defines length of continuous service as “...time employed continuously within the entity described above.” Permanent, provisional, temporary and less than full time (non-seasonal) are considered service.

WORK LOCATION, SHIFT AND PASS DAY ASSIGNMENTS
New language is added as Article 29.1(d): In the event that an employee is authorized to be absent due to an on-the-job injury or is placed on authorized leave for maternity purposes or leave for extended illness including sick leave at half pay, the employee’s shift, pass day and work location assignment as applicable, shall be held for a maximum of three months. However, such hold shall not apply where rebidding occurs while leave is in effect or where the employee’s shift, pass day or work location assignment would have otherwise terminated, e.g., change in seasonal shift; facility or building closes; etc. A new 29.1(e) permits mutually agreed to local arrangements regarding the method by which shift, pass days, and/or work locations as appropriate are selected.

NEW ARTICLE: WINTER MAINTENANCE
DEPARTMENT OF TRANSPORTATION
Article defines winter maintenance period from November through April. The following provisions apply only to winter maintenance activity of the Highway Maintenance Division:

(a) Standby On-Call: Except as affected by the elements of the call out response plan, standby on-call, if established, will be the subject of labor/management discussions on a meet and confer basis with the issues contractually defined.

(b) Distribution of Overtime: Provisions of Article 28 apply, except as follows:

- Overtime rosters established by shift at each work location.
- These rosters shall contain both non-special crew and special crew personnel. The special crew members will be placed at the bottom. The names of each group will be in seniority order.
- Available overtime shall first be distributed among employees who shift.

(c) Shift Assignments: 1) Upon establishment of shifts, assignment will be first from among non-special crew personnel in accordance with Article 29. Special crew personnel will then be assigned in accordance with Article 29. 2) Employees assigned to winter maintenance shifts which require them to change their normal working hours to a shift any part of which falls between the hours of 6 p.m. and 6 a.m. on a regularly scheduled basis will receive for each winter season $200, $250 and $300 respectively. Payment to be made no later than December of each year.

(d) Call Out Response Plan: The following will be established on a pilot basis for the 1985-86 winter maintenance season. For an employee called out 10 or more times during the season:

- Responds to 75 percent of calls, receives $200 in June
- Responds to 85 percent of calls, receives $230 in June
- Responds to 95 percent of calls, receives $260 in June

An employee failing to respond on two consecutive call outs becomes ineligible for participation, but may be reinstated if responds to three consecutive non-standby call outs. Should this happen, credit is made to the employee with the number of responses which falls between the hours of 6 p.m. and 6 a.m. on a regularly scheduled basis for the two times of non-contact, but not with the three responses from non-standby status.

The program may be terminated after the end of the 1985-86 season subject to DOT option. CSEA and the State will meet and confer to evaluate the program.
ALBANY — Can VDT operators be both safe and comfortable?
The New York State/CSEA Safety and Health Maintenance Committee recently sponsored a landmark VDT Study to find out.
John Pardee, chairman of the joint labor-management group, explains:
"A year ago, as the result of articles in the labor press, the national press and in various health and safety magazines, committee members decided we should look into VDTs and their impact on the workplace.
"The purpose was to give us a benchmark . . . to tell us where we are now."
In May 1984 he asked the National Institute for Occupational Safety and Health (NIOSH) to conduct a study. And, says Pardee "despite economic pressures on NIOSH, they took it on."
A total of 905 VDT operators were contacted in one of the most exhaustive studies ever conducted. They were from two State departments — Motor Vehicles, and Taxation and Finance.
Dr. Lawrence Schleifer, NIOSH project officer, notes "It is perhaps the largest sample of VDT operators ever taken." The 90 percent response rate "was the highest ever."
Questions were designed to reveal conditions which contribute to, or are responsible for, "musculo-skeletal" and general health problems.
Results were based on 842 responses: 743 female and 109 male.
Male workers were primarily programmers and computer operators. They spent fewer hours each day using VDTs than did female employees who were mostly data entry operators and clerks. They spent longer hours at terminals performing highly repetitive tasks.
Keeping this in mind, here are survey highlights:
• Female workers reported more "musculo-skeletal" and visual discomforts than did male operators.
• Neck, shoulder and back strains were more prevalent than problems with wrists, hands and fingers.
• Chair comfort was rated as "just adequate" to "very uncomfortable" by ranges of 60 to 62 percent.
• Screen glare was reported about twice as frequently as any other display problem.
• VDT operators surveyed have a favorable impression of the new technology. Seventy-five percent of workers contacted in Motor Vehicles thought it increased productivity while the positive rating in Taxation and Finance was 53 percent (women) and 73 percent (men).

LANDMARK VDT STUDY is checked by, from left, CSEA activists Sue Waltz from Region IV; Elliot Bernstein from Region II; CSEA Director of Safety and Health Jim Corcoran, NIOSH Project Officer Dr. Lawrence Schleifer, and CSEA statewide Secretary Irene Carr, a leading proponent of improved VDT standards.