OSHA BEGINS JAN. 1

ALBANY — Occupational safety and health protection will become a reality for nearly one million public employees in New York State next month as the result of years of persistent effort by CSEA to end the most deadly inequity separating public and private sector workers.

CSEA this year won a dramatic victory when the New York State Legislature enacted a comprehensive occupational safety and health law extending to all New York public employees the protections that private sector workers enjoy under the federal Occupational Safety and Health Act (OSHA).

Now only days remain before CSEA’s promise of a safe working environment for public employees becomes a legal reality. Since enactment of the public sector OSHA law, the union has been actively preparing to monitor OSHA enforcement to ensure the protection of its members.

Detailed training sessions on the law have been held across New York State with another session scheduled for January 7 to complete Regional preparation for OSHA. More than 750 CSEA leaders, stewards and rank and file members have participated in the training sessions. Additionally, union field representatives have been attending training meetings at CSEA’s regional directors and collective bargaining specialists have undergone extensive training on the new law.

Nels Carlson, CSEA’s Safety Coordinator said, “In some ways, we’re more prepared for the beginning of public employee OSHA than the state is. Our function is not to enforce the law, that is obviously the role of the Department of Labor, but President McGowan has directed that we be ready to closely monitor the new system to ensure that it fulfills its purpose by protecting the health and safety of our members.”

“Compliance packets” on the new law are being sent to all CSEA Local Presidents as part of the union’s effort to assist any workers in putting the law to work.

The New York State Department of Labor is charged by the law with responsibility for enforcement. Mr. Carlson said the department has informed him that each of the Department’s Regional Offices (not to be confused with CSEA’s Regional Offices) will have the capacity to handle complaints under the new law. By calling or writing to those offices, any public employee can file a complaint about a safety violation.

CSEA members who suspect a violation of the safety law, should contact the Department of Labor District Office nearest their location and ask for the Division of Safety and Health. The locations and telephone numbers of the nine Labor District Offices are:

- 155 Main St. W., Rochester, N.Y. 14604, (716) 444-7744
- 353 E. Washington St., Syracuse, N.Y. 13202, (315) 472-4240
- 207 Genesee St., Utica, N.Y. 13501, (315) 797-4120 Ext. 2216
- 30 Glenn St., White Plains, N.Y. 10603, (914) 997-0510

Any CSEA represented employees encountering problems in filing a complaint should call the CSEA Safety Hotline (1-800-342-4824) for assistance.

Season’s Greetings

The holiday season is a time to reflect on the past with pride and to look forward to the future with hope.

As you reflect on the past, do so with pride in the dedication with which you have labored to protect and improve the quality of life for the people of the State of New York.

In looking to the future, do so with the hope of recognition of your sacrifice and understanding of your needs as a member of society.

On behalf of the membership and staff of CSEA, I wish you and your family a safe and happy holiday season.

William L. McGowan
President
By Stanley P. Hornak

PEEKSKILL — Fears for their safety have prompted clerical workers at the unemployment insurance office here to oppose relocating to the old Woolworth’s Building in downtown Peekskill.

The impending move has stirred both fulltime and parttime employees for a number of reasons.

• Public toilets and water fountains will be located directly behind the counter where employees work. Clients will have to walk behind them to use the facilities, and as CSEA Shop Steward Sheila Davidson explains, “people who come here are under a lot of stress, the process can be frustrating, and with tempers sometimes short, it’s just bad business to have them behind our backs.” She readily admits that, “the vast majority of people who come in are real cooperative, but it only takes one person to create tragedy.” She also sees the set up as one which risks lawsuits because, “physically space will be tight, especially if they install partitions, and I can just imagine all kinds of accidents, especially since young children often come in with their parents.”

• Lack of proper ventilation and poorly situated fire exits pose safety and health hazards. Davidson says the new location may be in, “technical compliance.”

• Inadequate and unsafe parking. At the present location, employees park in an adjacent lot and claimants use free off-street sites. In the new location, described as a “sea of meters,” employees will have to pay a $10 monthly fee to use a nearby garage that has a high incidence of crime. Evelyn Aaberg, a parttime employee, says, “having to pay is bad enough, but we will have to do so at a place that makes me fear for my safety.” She tells the story of someone who recently had the battery stolen from her car while parked there while Senior Clerk Olga Dimichele adds, “it’s just impractical to expect employees and claimants to be able to parking outside every hour to get to another quarter in a meter.” An attendant was recently put on duty at the garage and Davidson sees that as, “proof how unsafe the place really is, especially this time of year when it gets dark out before we leave work.”

• Access for the handicapped will be difficult because they will have to enter through the N. Division St. entrance where the employment service is supposed to be housed, and then go “downstairs” to an office below ground level.

According to CSEA Field Representative Don Patrick, four different grievances have been filed with the Dept. of Labor protesting the move.

The initial two grievances, made Oct. 30, objected to the proposed location of the restrooms and fire exits, and expressed concerns about improper ventilation. The pleas were rejected and are now under appeal.

The other two actions, filed Dec. 2, addressed parking problems and the location of water fountains. A response is expected within 20 days.

A fifth grievance is expected shortly, calling the proposed shift a violation of Section 39.1 of the state contract. “... the State will not seek to diminish or impair during the term of this Agreement any benefit of privilege provided by law, rule or regulation for employees not requesting a reopening of his or her case. Those who wish to attend a hearing notwithstanding the court decision have the right to do so although in the usual case, described above, such a hearing will be futile because of the court decision.

Some employees prosecuted their appeals and ultimately received an adverse determination from the unemployment insurance appeal board. If such an employee did not file a notice of appeal with the Appellate Division, Third Department, they are not precluded from doing so because of the passage of time.

Those employees who did file a notice of appeal to the Appellate Division, Third Department, may either prosecute that appeal or abandon it. Simply doing nothing will abandon the appeal. Individuals who wish to perfect their own appeals to the Appellate Division, Third Department may do so according to the procedures set forth in the appropriate statutes, rules and regulations. Those appeals must be perfected on or before January 19th, 1981 by the filing of appropriate papers.

CSEA will not be involved in the reopening of hearings to be conducted by an Administrative Law Judge of the Department of Labor. Nor will it be involved in the prosecution of appeals to the Appellate Division, Third Department.

The failure to file the appropriate papers with the Appellate Division on or before January 19th, 1981 will result in the automatic dismissal of the appeal.

The status of improper practices resulting from the notices of continuing employment will be discussed in subsequent issues.
Refresher course updates Southern shop stewards

'Most important people in the union'

ORANGEBURG — Field Rep. John Deyo called them, "the most important people in the union," and that set the mood for a refresher course held Dec. 5 for shop stewards from Locals 412 and 421.

Nearly 40 union activists — from Rockland Psychiatric Center, Rockland Children's Psychiatric Center, and Letchworth Village — gathered together for the all-day session that centered around two important topics: performance evaluation, and the role of shop stewards.

PERFORMANCE EVALUATION: The appeals process was reviewed in a discussion led by Local 421 President Eva Katz, Local 421 Vice President Bob Coleman, and CSEA Field Rep. John Deyo.

The two-hour session was a follow-up to previous training workshops, and Mrs. Katz emphasized, "don't just take it (the evaluation), and walk away." The whole process, beginning at the local level and ending at the statewide appeals board was described as well as reasons for appeals, chances of success, and the role of CSEA.

ROLE OF SHOP STEWARDS: The afternoon meeting was conducted by AFSCME International Reps. Ron Coder and John Wyrough.

The need to establish priorities and "put their act together" was illustrated by showing the AFSCME training film "Vince." It gave participants an opportunity to put themselves in someone else's shoes and to try and work out solutions to their dilemmas.

The 23-minute film was interrupted at 15 minutes to give the stewards a chance to do some problem solving of their own, and then they were able to compare their responses to the ones shown in the film.

REGION III EDUCATION COMMITTEE


ON HAND AT THE RECENT MEETING of four State Division locals of Long Island Region I are, from left, Region I Director William Griffin and CSEA Field Representative Nat Zummo.

REGION III PRESIDENT JAMES J. LENNON makes the point that by, "sharing experiences we all learn," as, from left, Local 421 President Eva Katz and Vice President Robert Coleman, and CSEA Field Rep. John Deyo listen.

ATTENDING THE MEETING of four State Division Locals of Region I are Department of Transportation Local 508 members, from left, Lorraine Albrecht, Frank Albrecht and Joseph Sciuto.

ON HAND AT THE RECENT MEETING of four State Division locals of Long Island Region I are, from left, Region I Director William Griffin and CSEA Field Representative Nat Zummo.

Four state locals attend Long Island Region I informational meeting

MELVILLE — Members of four CSEA State Division locals of Long Island Region I recently held a joint informational meeting.

The locals participating were Long Island State Parks Local 102, Department of Transportation Local 508, SUNY Farmingdale Local 606 and SUNY Old Westbury Local 618.

Also attending the meeting were Region I President Danny Donohue, Region I Director William Griffin and CSEA Field Representative Nat Zummo.

The main speakers at the informational meeting were CSEA Collective Bargaining Specialist John Conoby and CSEA Employee Benefit Fund Director Thomas Collins.

DEPARTMENT OF TRANSPORTATION LOCAL 508 members James McCormack, left, and Gordon Tyer attend the recent meeting of four State Division locals of Region I. Joining McCormack at the meeting is his wife, Brenda.
David Paley, Local 694, dies

ALBANY — David I. Paley, vice president of CSEA Judiciary Local 694, died on December 1 at the age of 43. Mr. Paley was a court reporter with the New York State Court of Claims in Albany for the past 10 years. He is survived by a wife, Florence, daughter, Nicole; son, Alexander, and his mother. Services were held on December 3 at Temple Israel, Albany.

Thomas Jefferson, Judiciary representative to CSEA's Board of Directors, extends deepest sympathy to Mr. Paley's family and friends on behalf of all Judiciary employees.

Union seeking an EAP rep for Central Region V assignment

ALBANY — CSEA is seeking an Employee Assistance Representative to work out of the Region V office in Syracuse.

Reporting to the Employee Assistance Program (EAP) Director in Albany, the successful candidate would: develop alcoholism treatment programs for public employees; work personally with labor and management along with CSEA field staff and regional occupational consultants to implement programs; promote interest in EAP; maintain a file of treatment resources; encourage outreach resources to assist public employees; and assist in records keeping.

Applicants should possess either a bachelor's degree, or a high school diploma plus three years satisfactory experience in public contact with government and union personnel, or some combination thereof. In addition, they should be in sound health and good physical condition, possess a New York State driver's license, and have a car for business use.

Resumes and applications should be sent to the CSEA Personnel Director, 33 Elk Street, Albany, NY 12207.

The deadline is January 5, 1981.

The EAP Program is funded by a grant from the state Division of Alcohol and Substance Abuse.

Season's Greetings

The publisher and staff of The Public Sector extend to you and yours best wishes for the happiest of holidays and peace and prosperity in the coming new year.

Calendar of EVENTS

December
23 — Suffolk County Local 852 Unit presidents meeting, 1 p.m., 755 Waverly Avenue, Holtsville.
27 — Rockland Psychiatric Center Local 421 disco, 9 p.m., Holiday Inn, Orangeburg.

January
10 — Southern Region III election procedures workshop, 9 a.m., Holiday Inn, Newburgh.
15 — Saratoga County Local 846 Steward's meeting, 5 p.m., Solar Building, High Street, Ballston Spa.
20 — Saratoga County Local 846 executive board meeting, 7 p.m., Solar Building, High Street, Ballston Spa.
22 — Special Delegates Meeting to consider affiliation, 11 a.m., Rockefeller Plaza Convention Center, Albany. Registration begins at 9 a.m.
Salary hikes, benefit gains in Auburn Unit new agreement

AUBURN — The 1980 Christmas season promises an extra measure of joy and happiness for more than 200 City of Auburn Unit employees who recently ratified a new two-year contract.

According to Jack Miller, CSEA Field Representative and Chief Negotiator for the Auburn City Unit of CSEA, Local 806, the new pact was ratified by City Administrators November 26th, and in turn by the membership December 8th.

Terms of the agreement include a nine and one-half percent (9 1/2%) increase for all employees, plus increment where due, retroactive to July 1, 1980. The second year calls for an eight percent (8%) increase, plus increment where due, effective July 1, 1981, plus a cost of living allowance of up to twenty cents (20¢) per hour, depending on the All Cities Index.

The new contract also provides for improved vacation benefits, improved dental plan, improved educational benefits and compensation for transportation.

In announcing the terms of the contract, Miller acknowledged the time and effort of the Negotiating Team, including Chairman Charles Dickinson, Carl Scheufele, Greg Menges, and Bruce Nolan, who also serves as President of CSEA Local 806, Cayuga County.

"The team worked hard for this contract. We think it's a good one with some extra benefits City of Auburn employees can enjoy," Miller said.
Region III Workshop

WEST POINT — Members of Southern Region III recently took part in the Region III Workshop. Leadership in the 1980's: 'Decade of the adult' was the theme of the Region III Workshop, which was held at the U.S. Military Academy.
Italian earthquake relief appeal made

MINEOLA — More than 20,000 members of the Nassau Local 830 — and other members of the Civil Service Employees Association — have been urged to contribute aid for the relief of victims of the earthquake in Italy.

An appeal was issued by government leaders and Nick Abbatiello, president of the Nassau Local, directed to civil service employees and residents of the county.

Thousands of families are facing what should be the most joyous season without loved ones, homes, food or clothing,” Abbatiello said.

He urged members to send gifts to the Italian Disaster Relief Fund being administered by the Order of Sons of Italy. Checks may be sent in care of Peter R. Zuzolo, New York State Grand Venerable of the Sons of Italy, at 42 Clark St., Massapequa, N.Y. 11762.

Among those who joined in the appeal were: Francis T. Purcell, county executive; supervisors James Bennett, Joseph Colby, Michael Tully, Hannah Romano and Alan Parente; Nassau Republican Chairman Joseph Margiotta; former Assemblyman Joseph Carlino; Nassau Democratic Chairman Stanley Harwood; Assemblyman Thomas Gulotta; Police Commissioner Sam Ruzzi, and Emilio DeFilippo, an administrator in the county Department of Public Works.

SUFFOLK COUNTY LOCAL 852 President Ben Boczkowski speaks with newly sworn-in officers of the Suffolk Country Motor Vehicle Department Unit, from left, Mickie DeMita, treasurer; Marge Zawada, vice president; and Gwen Nolan, president.

Candidates nominated

ALBANY — CSEA’s Statewide Nominating Committee has placed the names of three CSEA members in nomination for each of two special elections to be held for Board representatives for Region IV’s Education Local and Monroe County Local 828.

Nominated for the Region IV post were: Mazie Fort, Ruth Hathaway and Myrtle Major.

Nominated for the Monroe County post were: Patricia Gooden, George Growney and Cliff Roberts.

Members interested in either of these offices and not nominated can gain placement on the ballots in special elections to be held for Board representatives of Region IV’s Education Local and Monroe County Local 828.

Details on this procedure can be obtained by contacting CSEA Executive Director Joseph J. Dolan, Jr., 33 Elk Street, Albany, New York 12207.
The CSEA/AFSCME Affiliation

II. THE CSEA/AFSCME AFFILIATION AGREEMENT, 1978

The Special Committee to Study the CSEA/AFSCME Affiliation was presented to members of CSEA's Board of Directors on December 22, 1977, the findings of which were recommended (Text printed in The Public Sector); transcripts from meetings conducted with CSEA officers and members at various locations across the state; and a report by a regional committee from CSEA Regional offices. The Special Committee to Study the CSEA/AFSCME Affiliation is printed on the following three pages for the general information of the CSEA membership.

1. INTRODUCTION

On May 8, 1980, the Board of Directors of the Civil Service Employees Association adopted a resolution directing the appointment of a committee from the Board to study the affiliation of the CSEA with the American Federation of State, County, and Municipal Employees, AFL-CIO.

CSEA/AFSCME-affiliated on April 21, 1978, under terms of a written agreement detailing the nature of the affiliation relationship, the rights and privileges of the parties, and the cost of the affiliation in per capita payments by CSEA to AFSCME. The agreement was subsequently signed by CSEA President McGowan and AFSCME President Wurf. A copy of the agreement is presented as an addendum to this report.

On May 8, 1980, the Board adopted a resolution directing the appointment of a committee from the Board to study the affiliation. On June 2, 1980, President McGowan appointed the members of the committee from the Board to study the affiliation issue. The committee was directed to review the record of the affiliation and ascertain pertinent issues related to the continuation of this affiliation for the term of the present agreement.

The Committee has conducted an extensive review of the record and has interviewed President McGowan, AFSCME President Wurf and scores of CSEA members from across the State of New York and the International with the hope of clarifying the record. On June 2, 1980, President McGowan appointed an executive board of AFSCME to assist the Committee in conducting its work.

A series of hearings was conducted in each Region of CSEA to invite membership questions and state recommendations concerning the extension of the affiliation. The Committee was directed to review the record and determine the meaning of the record and ascertain pertinent issues related to the continuation of this affiliation for the term of the present agreement.

Not a part of these meetings and stories and photographs concerning them were published in the official publication of the CSEA, “The Public Sector.” Further, on the assumption that some CSEA members could not attend the Regional hearings, the Committee made a direct approach for questions and statements concerning the affiliation in writing. This appeal was also published in “The Public Sector.”

Dates and locations of the Committee’s membership meetings were:

- Region One, Thursday, October 1, Plainview; Region Two, November 2, New York City, Room Three.
- Region Three, October 7, 1980, Elks Club, Glen Falls and November 22, Albany; Region Five, November 15, Syracuse; and Region Six, October 29, at Batavia.

In the experience of the Special Committee, attempting to answer any membership questions at the hearings when the question was contained in information previously obtained by the Committee. All questions posed, answered or otherwise, were entered into the record and were reviewed by the Committee in approaching the drafting of this report.

It is not the function of this Committee to defend or attack either the present relationship or any of the terms of the agreement. It is the function of this Committee to negotiate a successor agreement to the present affiliation agreement.

The Committee has not approached its mission on the premise of providing conditions as terms of a successor agreement. Rather, the Committee is directed solely to its charge of reviewing the record and determining issues related to the affiliation that are of concern to CSEA.

This report is submitted without personal opinions and does not contain any recommendations from the Committee in support or opposition to a continuation of the affiliation of CSEA and AFSCME. The reason for this position is the procedure for approving any future affiliation and the ongoing nature of discussion of this issue.

At the special meeting held on October 24, 1979, the delegates adopted on first reading an amendment to Article Ten of the Constitution of CSEA. The amendment states, “Any affiliation or merger of the Civil Service Employees Association, Inc., with another organization after approval by the Board of Directors must be ratified by a majority vote of the delegate body in order to be effective.”

This amendment was subsequently enacted by adoption upon second reading at the 1980 Winter Meeting.

President McGowan informed the Committee that he has been discussing the future of the affiliation relationship with AFSCME President Wurf. It is President McGowan’s position that the Board of Directors may not have authority to agree to the Committee’s recommendation to any CSEA/AFSCME affiliation agreement. The Board of Directors must ratify by majority vote of the delegate body in order to be effective.

The Board of Directors has agreed to provide for the right of either party to terminate the agreement, in the event of a year prior to the expiration of the agreement, one party must notify the other party of its intention to do so no later than sixty (60) days prior to the end of the year period. This provision provides the opportunity for CSEA to extend the affiliation with AFSCME for another three years.

The CSEA/AFSCME affiliation agreement is in effect for a three-year period from the date that the agreement took effect. To terminate the affiliation agreement, either party must notify the other party of its intention to do so no later than sixty (60) days prior to the end of the year period. This provision provides the opportunity for CSEA to extend the affiliation with AFSCME for another three years.

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Report of the Special Committee to Study the CSEA/AFSCME Affiliation

The assistance that the International provides to CSEA appears in the records of the union from many sources. In speeches, written publications and even in the interviews conducted by this Committee, there is a recurring theme from the International that it stands ready to assist CSEA in any reasonable way that it can to achieve the goals of the affiliation.

The Committee found in its study, that the International maintains services of significant value to CSEA. Like CSEA, the International maintains a research capability, a capability to take formal action and other resources that are essential to effective labor relations. Yet the International’s resources are adapted to national, rather than state, needs and because of the size and diversity of its membership, the resources have greater depth in funding, specialization, and staffing.

For example, the International maintains a Department of Public Policy Analysis, which has the capability to identify, research and monitor various national and international issues of significant interest and potential impact for public employees. CSEA lacks the resources to provide such a service.

In other areas, while the International and CSEA may have similar functions, for example in communications and research, the resources of the International is available as a supplement to the CSEA operation, not a replacement. In this way AFSCME can provide CSEA with the resources it needs without providing the burden of supporting a permanent resource that is infrequently used.

As part of its review of the records relating to the CSEA and AFSCME affiliation, the Committee obtained a copy of, “The Final Report of the Region V Committee to Study The Affiliation.” This report was prepared by seven members of Region V, appointed by the Regional President in response to a membership request for information at a Regional meeting on May 12, 1979.

The report dealt in depth with the resource of AFSCME available to CSEA as well as other related topics. For informational purposes, a copy of the Region V Committee report is attached as an appendix to this report.

The Committee asked AFSCME if this type of relationship is unique to CSEA. It was identified that the type of relationship this Committee was confront, there appeared to be an absence of understanding of the terms of the present agreement.

Another area of frequent concern, related to the subject of autonomy, dealt with political action. While several members appearing before Committee hearings noted that the AFSCME Constitution provides for an automatic escalation of dues based on a complex national public employee income formula, the Committee felt that the members were often left with the impression that CSEA’s dues automatically increased whenever there were the escalation of AFSCME dues per se.

The Committee pointed out that the present agreement provided for a substantial cost to CSEA over the term of the present agreement, yet the issue of necessary dues actions to meet costs was not provided for in the present agreement. Indeed, the Committee expressly reserved the right to decide how best to meet this cost to the Delegate body which ultimately did meet to decide the issue.

The Committee concluded that there was a general concern that CSEA continue to control its own dues.

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Obviously, the third year of the present affiliation agreement alters the picture of the first two years dramatically. In the final year, for example, the agreement provides for the payment by CSEA to AFSCME of approximately $7.2 million. Just as obviously, the International will have made expenditures in this period for grants, services and other assistance to CSEA and to CSEA, no previous estimates of this expenditure were obtained by the Committee.

The Committee lacked the time and resources to conduct an "audit" of the financial relationship of CSEA and AFSCME. It is the Committee's conclusion that the certification of expenditures related to this affiliation are not the responsibility of the Committee.

Yet the Committee was impressed by the number of questions raised at hearings on the subject of cost. Since this subject was expressly defined in the present affiliation agreement, the Committee assures it is also a subject of the discussions which President McGowan is engaged in with President Wurf concerning any future relationship.

While the Committee found no express opinion on the "appropriate" cost of the affiliation, it did find that a genuine cost was to be determined. Notably, in the earlier statement that CSEA, solely control its own dues structure, the Committee found a general understanding that the cost of the affiliation did have an impact on the level of dues.

In its deliberations and, in some of its responses to questions posed at hearings, the Committee noted that in consideration of the cost of the affiliation, consideration must be given to the linkage of the CSEA and AFSCME affiliation.

The affiliation, for example, provides the rights and privileges of affiliation with the AFL-CIO including the "no-raiding" provision of Article 20 of the AFL-CIO Constitution. The Committee presumes that absent that protection, CSEA would be faced with potentially serious challenges from AFL-CIO member unions and their sub-units. The cost of fighting such challenges was potentially significant and the loss of revenue resulting from the loss of a bargaining unit is also potentially significant.

The Committee noted that all cost of the affiliation, there should also be consideration of the potential cost of not affiliating.

C. Permanence

One of the general areas of concern isolated by the Committee dealt with the permanence of any future relationship with AFSCME. It is noted, for example, that article nine (9) of the present agreement provides for a termination period at the end of the agreement. The Committee has also inquired about termination of proposed affiliation upon written notice to the other party at least sixty days prior to the expiration of the agreement.

Here the Committee found a lack of consensus on this issue. There was also a lack of understanding about the implications of a permanent relationship versus a temporary relationship.

Several persons appearing at the hearings, for example, said a "permanent" relationship could be acceptable to them if they, at some unspecified point in the future, could "walk away" from the relationship.

In contrast, several persons testifying and concern over the "consequences" of attempting to dissolve a permanent relationship should CSEA enter such a relationship. Indeed, questions were posed concerning the legal ramifications of such a possibility in view of ownership of CSEA contracts in public employee bargaining units.

Questions on the record, and what impact any permanent relationship would have on CSEA's fiscal obligations to AFSCME.

It is the finding of the Committee that there are so many questions surrounding the subject of a "renegotiable" versus a "permanent" relationship and so many conflicting opinions on the issue that it is impossible to render any specific opinion on precisely what the consequences of the membership are.

Further, the Committee notes that this subject, as so many others we identified, is a part of the present agreement and as such is, presumably, a subject of the ongoing discussions between CSEA and AFSCME over the provisions of a possible successor agreement.

The questions on this subject were sufficiently numerous, in the Committee's opinion, to justify a recommendation that when consideration is given to action on any future relationship, that any provisions of that relationship relating to this issue be explained in detail.

D. Representation

Article 8 of the current CSEA/AFSCME affiliation agreement provides for the creation within AFSCME of a single Legislative District to be comprised of CSEA, Local 1000. The agreement provides that this Legislative District shall send two International Vice Presidents to sit on the International Executive Board of AFSCME. Moreover, the agreement provides for the immediate election of the CSEA International Vice Presidents by the Board pending the normal election process to take place by CSEA's Delegates to the AFSCME International Convention in 1980. The CSEA Delegates were to be elected in a manner and number consistent with the AFSCME Constitution.

Two International Executive Vice Presidents were elected by the Board of Directors shortly after the affiliation in 1979, and, as provided for in the agreement, CSEA elected 225 Delegates to participate in the 1980 AFSCME Convention. Those Delegates elected International Vice Presidents pursuant to AFSCME's Constitution.

The Committee notes that in light of subject of representation within AFSCME as a concern related to the consideration of any future relationship. This conclusion was reached after several questions were raised during the Committee's hearings concerning the subject of CSEA's representation on the International Executive Board. No questions were ever posed to this Committee in connection with the election, certification or function of the CSEA Delegates to the AFSCME Convention.

The International Executive Board is authorized under Article VIII, Section One, of the AFSCME Constitution to act as the highest policy-making body of this Federation except when the convention is in session. "The power of the International Executive Board is the same as that of the Convention, except that the IEB cannot amend the Constitution or By-laws of the International, nor can it suspend itself for the purpose of administrative appeals." It is comprised of the International President and Secretary-Treasurer and International Vice Presidents elected from the AFSCME Legislative Districts.

During the Committee's hearings, concerns were raised that the representation by CSEA on the International Executive Board is not proportional to the union's membership. This concern is not without merit. For example, CSEA's representation on the IEB, CSEA, with two International Vice Presidents, comprises less than nine percent of the IEB's voting strength, yet CSEA's membership comprises more than twenty percent of AFSCME's membership. It was noted that if any future agreement dealing with this issue be discussed in detail prior to action so the implications will be completely understood.

Finally, the Committee has identified a concern relative to CSEA's representation on the International Executive Board of AFSCME. Presently, the affiliation agreement provides for two CSEA International Vice Presidents. The Committee heard a proposal suggesting this number, and this size of CSEA's membership, as a proportion of the total AFSCME membership. The Committee does not pass judgment on the validity of this complaint. It is noted that provisions for the election of International Vice Presidents on the International Executive Board are contained within the Constitution of AFSCME.

The Committee is satisfied that it has identified several broad areas of concern relating to the relationship of CSEA and AFSCME. The Committee believes that it has identified several broad areas of concern relating to the relationship of CSEA and AFSCME. The Committee feels that it has identified several broad areas of concern relating to the relationship of CSEA and AFSCME. It suggests that in evaluating any negotiated agreement to modify, extend, or reconstruct the present relationship, the ability of such an agreement to address these concerns be considered.

Respectfully Submitted: (December 11, 1980)
Robert L. Lattimer, Chairman
Paul Christopher
Michael Cardaro
Delores Farrell
Felton King
Maureen Malone
Patrick Mascioli

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CSEA®, the union that works for you
CSEA-State panel witness mental facilities' labor problems

State psychiatric tour underway

The joint CSEA-State panel dealing with problems of the union’s mental health system membership via a facility-by-facility tour program recently visited the Creedmore Psychiatric Center and the Manhattan Psychiatric Center. The panel previously toured a number of other upstate facilities, and will continue to visit facilities in the coming weeks.

The joint labor-management approach to dealing with various problems confronting CSEA’s membership working in the Office of Mental Health and the Office of Mental Retardation and Developmental Disabilities was created in an effort to clear up as many of the labor-management problems at the facilities as possible.

HEADING THE MANAGEMENT TEAM (below), at both Creedmoor and Manhattan Psychiatric Centers for the meetings with CSEA President William L. McGowan and other CSEA officials are, from left, Governor’s Office of Employee Relations Director Meyer Frucher and Commissioner of Mental Health James Prevost.

CSEA PRESIDENT William L. McGowan, above center, discusses problems at Manhattan Psychiatric Center (MPC) with Metropolitan Region II President James Gripper, left, and MPC Local 413 President Ismael Lopez prior to a meeting between CSEA officials and a top-level management team.

MEETING WITH TOP STATE MANAGEMENT (left), at Creedmoor Psychiatric Center (CPC) recently are CSEA officials including, from left, Assistant to CSEA President Judy Burgess, CPC Local 406 First Vice President Charles Bell, Metropolitan Region II President James Gripper, CSEA President William L. McGowan, Local 406 President Dorothy King, CSEA Attorney James Featherstonhaugh and consultant to CSEA on mental health Paula Lambert.

ATTENDING THE MEETING (above), at Creedmoor Psychiatric Center for CSEA are, from left, CSEA Attorney James Boomer, CSEA Field Representative Bart Brier and Metropolitan Region II Director George Bispham.

Timetable set for 1981 election of officials

ALBANY — CSEA’s Board of Directors has authorized a timetable for elections to designate new union regional officers, state executive committee members, and county educational representatives.

The schedule, according to Special Elections Committee Chairman Greg Szurnicki, is as follows:

1980
December 31 — Deadline for selection of nominating committee.

1981
January 14 — Meeting of Board of Directors Committee to select outside agency to conduct elections.
January 16 — Meeting of Nominating Committee to outline duties and select Chairperson.
March 1 — Report of Nominating Committee, and starting date to circulate independent nominating petitions.
April 15 — Final date for independent petitions to be filed, and for substitute nominations to be made when prospective nominee declines running, and less than two candidates remain.

April 20 — Drawing for position on ballot, 10:30 a.m., CSEA Headquarters, 33 Elk St., Albany. Candidates (or proxies) may attend.
April 27 — Mailing of election rules and regulations to all candidates and local presidents.
May 11 — Publication of names of candidates in PUBLIC SECTOR.
May 14 — Ballots mailed at post office.
May 26 — Replacement ballots available after this date, if original ballot not received in mail.
June 22 — Deadline for returning ballots, 6:00 p.m.
June 23 — Ballots removed from envelopes and prepared for counting. (Those which cannot be machine counted will be manually counted starting today.)
June 25 — Deadline for returning replacement ballots, 6:00 p.m.
June 28 — Deadline to notify candidates of returns.
July 6 — End of protest period, ten days after official count.

All dues paying union members in good standing as of April 1, 1981, will be eligible to vote.