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State of New York Public Employment Relations Board Decisions from September 27, 1974

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from September 27, 1974

Keywords

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Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-9/27/74

In the Matter of

TOWN OF CLAY,

Respondent,

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200, AFL-CIO,

Charging Party.

: BOARD DECISION AND ORDER

: CASE Nos. U-0426 and U-0447

OPINION OF MEMBER FRED L. DENSON

This matter comes before us on remand from the Fourth Department of the Appellate Division of the Supreme Court.

The background of this proceeding has been adequately set forth in previous decisions by the hearing officer (6 PERB 4599), this Board (6 PERB 3117), and the Court (45 AD 2d 292). In the matter before the Court, the petitioner, Town of Clay, sought review of our earlier decision and order finding it in violation of CSL §§209-a.1(a) and (d). The Court reversed that portion of our decision relating to the U-0426 case, holding that there was no de facto recognition of Local 200 by the Town of Clay. The Court further found that the findings of the hearing officer, which were confirmed by this Board, on the charge contained in the U-0447 case were supported by substantial evidence. In this latter matter, the hearing officer determined that the actions of the Town Supervisor in interrogating the Town's employees were coercive and violated §209-a.1(a) of the Act. Inasmuch as our order did not impose separate sanctions of the two charges, the matter was remanded for this Board to reconsider our Decision and Order on the charge contained in the U-0447 case.

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In our decision on the U-0447 matter, both Chairman Robert D. Helsby and Member Joseph R. Crowley agreed that the interrogation by the Town Supervisor was improper, but differed as to whether the employer's conduct was so flagrant and coercive as to preclude the holding of an untrammelled election.

It is noted that under §209-a.1(a) of the Act, employee coercion alone is not a sufficient basis to support an improper practice charge; the coercion must be accompanied by an express or implied purpose on the part of the employer to deprive the employees of their §202 rights (right to organize etc.). Whether or not the systematic interrogation (polling) of all employees who would otherwise comprise an appropriate unit if certified or recognized is an improper practice is dependent upon the circumstances under which the polling is conducted. These circumstances include not only the time, place and personnel involved in the questioning, but also the information sought, and other events that take place about the time of the interrogation that may bear upon the employees' comprehension of it. Where, as in the present matter, employees are ordered during working hours to report to the Town Supervisor's office to be interrogated directly by the employer's top management representative, there exists a suspicion that the purpose of the questioning is violative of §209-a.1(a) of the Act. Moreover, the place of the interrogation, the Town Supervisor's office, which is the locus of management authority, as well as the subject matter of the interrogation -- union preference, are weighty factors also supportive of an improper practice charge under §209-a.1(a). Finally, the employer's anti-union attitude had been substantiated by its failure to recognize the union after having been presented authorization cards signed by a substantial majority of the employees and authenticated by the Town Justice -- a mutually-agreed-upon third-party neutral.

Verbal interrogation regarding union sympathy may cause the employees who are questioned to be apprehensive regarding their employment status once their preference is known. Under these circumstances, unless certain minimal safeguards are observed by the employer, such interrogation alone is deemed coercive and for the purpose of depriving employees of their §202 rights, since the employer would, or should, know of the impact of such questioning on its employees. I subscribe to those safeguards outlined by the NLRB in Struksnes Construction Co., 65 LRRM 1386, aff'd. NLRB v. Berggren and Sons, Inc., 406 F2d 239 (1969) which include:

- a) the purpose of the interrogation must be to determine the union's claim to majority status and this purpose is communicated to the employees;
- b) assurances against reprisal and discrimination are given;
- c) the employees' preference is ascertained by secret ballot; and
- d) the environment in which the poll is conducted is free of coercion.

Since none of these safeguards was observed, the employer violated §209-a.1(a) of the Act. The hearing officer also found that the employer's conduct was both coercive and was for the purpose of depriving the employees of their rights under §202 of the Act. The Court has determined that the hearing officer's findings are supported by substantial evidence.

As mentioned in our previous decision, a negotiating order which has the effect of certification of an employee organization without an election is an appropriate remedy where there is independent evidence of majority status of the employee organization and the employer commits improper practices which are disruptive of the election process so as to prevent the laboratory conditions for conducting an election. In applying these criteria to the present matter,

it is noted that the signed authorization cards dated October 4, 1971 constituted sufficient evidence of the majority status of SEIU Local 200. However, the commission of an improper practice by the employer is not a sufficient basis in and of itself for the issuance of an order to negotiate unless the improper practice would have an impact on the election process, thereby preventing the laboratory conditions.

In determining whether the illegal conduct of the employer bears a relationship to the election process to the extent that this conduct would have an adverse impact on an election, an assessment of all of the circumstances surrounding the conduct must be made. It is noted that the interrogation is not the only basis giving rise to an improper practice under CSL §209-a.1(a). The situation created by the interrogation was exacerbated by the fact that there was no need for the questioning to ascertain the majority status of the union. The Town had in its possession a statement from the Town Justice verifying the majority status of the union.¹ Town Supervisor-elect Firth attended this meeting² and was aware that such documentation existed. Thus, interrogation, allegedly to ascertain that which had already been determined, can only be considered as flagrant in nature. Moreover, once the employer was apprised of the union's majority status, confirmed by the Town Justice's independent audit, it had a duty to either recognize or not recognize the union, upon request, within a reasonable period of time, or request PERB's assistance for an election if it had legitimate doubts as to the union's status. The inaction on the part of the employer in this regard can only be construed as an effort to delay and perhaps frustrate the employees' right to organize guaranteed under CSL §202.

¹ Respondent's Exhibit No. 1, Minutes of Town Board Meeting of 12/27/71

² Ibid.

The record bears out the adverse impact of the delay and improper practices by the employer. On October 4, 1971, 12 of the 19 employees in the Highway Department (including supervisory personnel) indicated preference for a union by signing authorization cards. During the interim period between the week of October 4, 1971 and the week subsequent to January 17, 1972 (the day of the interrogation), petitions were circulated for employees to disavow union support, union cards were signed and re-signed and some employees changed their minds two or three times regarding union preference while others became disgruntled by the inordinate delay. Moreover, the employer hired several new people during this period, all of whom -- quite expectedly, were not supportive of a union.

The severity of the situation was further aggravated by the employer communicating to the Highway Department employees that a raise was imminent and then subsequently announcing the withdrawal of the raise, assertedly to avoid commission of an improper practice. Such "carrot-on-the-stick" action, itself, constitutes coercive interference in violation of the Act.

In view of these circumstances, the employer's improper practices are deemed to be substantial in nature to the extent that an election could not be conducted under laboratory conditions. The situation warrants the issuance by this Board of an order to negotiate even absent an election.³

CONCURRING OPINION OF CHAIRMAN ROBERT D. HELSBY

For the reasons stated in my opinion of November 7, 1973, I find that the conduct of the Supervisor of the Town of Clay on January 17, 1972 constituted flagrant and coercive conduct in violation of CSL §209-a.1(a) of

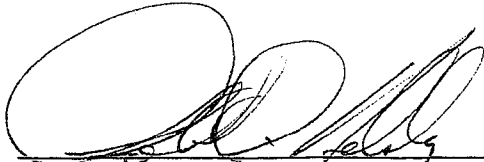
³ cf CSL §207.2 which states that the Board shall "...ascertain the public employees' choice of employee organization as their representative...on the basis of dues deduction authorization and other evidences, or, if necessary, by conducting an election."

sufficient magnitude to preclude the laboratory conditions under which an election must be held and that, given the independent evidence of the majority status of SEIU, I reaffirm the appropriateness of the remedy ordered on November 7, 1973. I concur in the opinion of member Fred L. Denson.

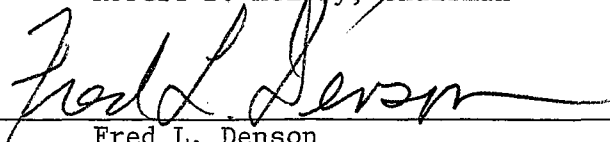
NOW, THEREFORE, IT IS ORDERED that respondent

1. cease and desist from refusing to negotiate and that, upon request, it negotiate in good faith with the charging party as the representative of Highway Department personnel excluding supervisors;
2. cease and desist from improperly interrogating or threatening employees and otherwise interfering with, restraining or coercing its employees in the exercise of their protected rights under the Act; and
3. conspicuously post an appropriate Notice, to be supplied by the Board, at locations ordinarily used by it to communicate to employees.

Dated: September 27, 1974
New York, New York



Robert D. Helsby, Chairman



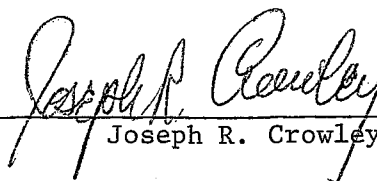
Fred L. Denson

OPINION OF MEMBER JOSEPH R. CROWLEY, DISSENTING IN PART

I concur in the opinion of my associates that the conduct of the Town Supervisor in interrogating employees on January 17, 1972 was improper and that an order should issue directing the Town of Clay to cease and desist from such conduct in the future. I also agree with their statements of law that where a violation by a public employer of CSL §209-a.1(a) is so flagrant, coercive and pervasive as to preclude the laboratory conditions under which an election must be held, and where there is independent evidence of the majority status of the employee organization, the issuance of a negotiating order by this Board is an appropriate remedy. In the instant case, however, although I find that there is independent evidence of a majority status of the employee organization, I do not believe that the Town of Clay's violation of CSL §209-a.1(a) was so flagrant, coercive and pervasive as to preclude the laboratory conditions under which an election must be held.

Accordingly, I concur in paragraphs two and three of the Board's order, but disassociate myself from paragraph one.

Dated: September 27, 1974
New York, New York



Joseph R. Crowley

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO
THE DECISION AND ORDER OF THE
NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify our employees that: We will

1. not refuse to negotiate and, upon request, will negotiate in good faith with SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200, AFL-CIO; and
2. not improperly interrogate or threaten employees, or otherwise interfere with, restrain or coerce them in the exercise of their protected rights under the Act.

TOWN OF CLAY

.....
Employer

Dated

By
(Representative) (Title)

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

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NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-9/27/74

IN THE MATTER OF

ERIE COUNTY SHERIFF and ERIE COUNTY, Joint
Employer,

Respondent,

- and -

LOCAL 2060, COUNCIL 66, AFSCME, AFL-CIO,

Petitioner.

: BOARD DECISION AND ORDER

: Case No. CA-0001/M73-734.

This case presents the question of whether the Erie County Sheriff's Department is an "organized police force or police department" within the meaning of Civil Service Law §209.4 as amended by Chapter 725 of the Laws of 1974. We determine that it is not. This conclusion is based upon our reading of the language of the statute and our understanding of the legislative intent; it does not involve any judgment as to whether or not arbitration should be mandated to resolve negotiations disputes involving sheriffs' departments.

The question was posed by Local 2060, Council 66, AFSCME, AFL-CIO when, on July 12, 1974 it sent the New York State Public Employment Relations Board (Board) a telegram petitioning it to appoint an arbitrator to resolve an impasse between Local 2060, AFSCME representing the employees of the Erie County Sheriff's Department, and their joint employer, the County of Erie and the Erie County Sheriff. In response to the petition, the Erie County Sheriff's Department and Erie County argued that the amendment is not applicable to sheriffs' departments. The precise statutory language underlying the request provides for arbitration, at the request of either party, of impasses in collective negotiations involving "the conditions of employment of officers or

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members of any organized police force or police department of any county, city, except the city of New York, town, village or police district". Many counties, sheriffs and employee organizations representing deputy sheriffs have expressed concern as to whether this language is applicable to sheriffs' departments. Accordingly, upon receipt of Petitioner's telegram, we proceeded in a deliberate fashion that was designed to give all interested persons and organizations an opportunity to be heard.

On July 15, 1974, a Board representative in Buffalo investigated the structure of the Erie County Sheriff's Department and the nature of its duties and responsibilities. This preliminary investigation revealed that the department has at least some law enforcement responsibilities that are similar to those of police departments. The investigation was, therefore, continued more intensively by the Board's Deputy Chairman, who, on July 31, 1974, met with representatives of the County, the Sheriff and AFSCME to better ascertain the nature of the structure of the department. Thereafter, the Board heard oral argument.

On the basis of the Deputy Chairman's investigation, including materials submitted to him by the parties as recently as August 30, 1974, we have ascertained the following facts: The Erie County Sheriff's Department consists of three divisions. The largest, the Jail Division, includes approximately 225 employees who are within the Sheriff's negotiating unit. Of these, about 12 are supervisors, 160 are guards, 5 are medical personnel, 18 are food services personnel and 15 are maintenance personnel.

Second in size is the Criminal Division, which consists of approximately 172 employees who are within the negotiating unit, of whom about 12 are supervisors, 121 are deputies engaged in various kinds of patrol duty, 24 are either higher-level, non-supervisory criminal deputies (e.g. sergeants) or detectives, and 15 are involved in communications. The duties and responsi-

bilities of the deputies in the Criminal Division closely parallel those of Buffalo City policemen.

The third division is the Civil Division; it includes approximately 104 employees who are within the negotiating unit - about 4 of them are supervisors, 79 are civil deputies (most of whom work as court attendants and a few of whom work as process servers), 4 have accounting or bookkeeping responsibilities, 8 are clerks, 5 are called "female deputies" (they act as court attendants and help with female prisoners and female jurors) and one performs maintenance work. There are also transdivisional clerical employees within the unit.

Outside the unit are two managerial employees and one confidential employee.

All deputies in the Criminal Division are required to carry guns. Other deputies, except for laborers, are permitted by law to obtain guns by virtue of the fact that they wear badges, but they are not required to carry guns in order to perform their job assignments. The Sheriff provides weapon training for all deputies in the Criminal Division and, except in a few isolated cases, does not provide such training for other deputies. Acting upon the initiative of deputies in the other divisions, the Sheriff will test their proficiency with their guns and if they are found to be proficient, they are permitted to carry guns on the job. Excepted from this are Jail Division and Civil Division deputies who come in contact with prisoners. They are not allowed to bear weapons when they may be in the company of prisoners.

From time to time all female personnel, including clerical employees, may be called upon to assist with female jurors and female prisoners. Generally crowd control at football games, etc. is handled only by the Criminal Division. On occasion, however, some Civil Division deputies are used to assist in the control of crowds.

The County, the Sheriff and Local 2060 were invited to present

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oral argument before the Board on August 22, 1974. Also invited, amici curiae, were representatives of other counties, sheriffs and organizations representing deputy sheriffs who had expressed interest or concern regarding the meaning of Chapter 725 of the Laws of 1974. At the argument, the Board heard presentations by Richard Lipsitz, Esq., for Local 2060; and Bruce A. Goldstein, Esq., and Michael Connors, Esq. for Erie County. Also making presentations amicus curiae were Harry Binder, Esq. for the New York State Deputy Sheriffs Association; Herbert Smith, Esq. for the New York State County Officers Association; John E. Ferris, Esq. for the Deputy Sheriffs Benevolent Association of Onondaga County; William Coleman, Personnel Director of Jefferson County; John Hogan, Esq. for the Deputy Sheriffs Association of Broome County; John E. Murray, Esq. for Broome County; Undersheriff Kenneth J. Stayer of Schuyler County; Garry Luke for Onondaga County; Harry A. Fox, Esq. for the Rockland County Deputy Sheriffs Association; John D. Doyle, Esq. for Monroe County; Al Sgaglione for the Police Conference of New York; and Richard Burstein, Esq. for the Civil Service Employees Association. Several of these people supplemented their oral statement with written presentations and a written presentation was also received from Edward G. Dillon, Esq. on behalf of the New York State Sheriffs Association and from Gary Sobo on behalf of Orange County.

The structure and responsibilities of the Erie County Sheriff's Department are not atypical of those of sheriffs' departments generally. Most sheriffs' departments have jail, criminal and civil responsibilities with some interchange of personnel from one type of assignment to another. In some counties the sheriff's department does not have food service responsibility for the jail; it may be performed by other county employees or by an independent contractor. There are counties in the State, such as Nassau and Suffolk, which have county police departments and sheriffs' departments. In these counties

the criminal responsibilities of the sheriffs' departments are diminished. Complicating the labor relations picture in most counties is the circumstance that sheriff's department employees are included in a single negotiating unit with other county employees.

Most persuasive of the arguments in support of coverage of deputy sheriffs under CSL §209.4 is the fact that a deputy sheriff is a police officer. Among the statutes defining police officer in terms sufficiently broad to include deputy sheriffs are Criminal Procedure Law §1.20.34, General Municipal Law §209-q, Executive Law §835 and Civil Service Law §58.3. However, it does not follow that because a deputy sheriff is a police officer a sheriff's department is a police force or a police department. Civil Service Law §58.3 makes this clear by providing that,

"The term 'police officer' means a member of a police force, police department or other organization of a county, city, town, village, housing authority or police district, who is responsible for the prevention and detection of crime and enforcement of the general criminal laws of the State...." (emphasis supplied)

General Municipal Law §209-a also speaks of a police officer as being a member of a police force or some other municipal organization responsible for the enforcement of general criminal laws of the State. Other statutory provisions also persuade us of the difference between a sheriff's department and a police department, notwithstanding the responsibility of both to enforce the general laws of the State. A sheriff holds a constitutional office (Constitution, Art. 13, §13); he is an officer of the court as well as a conservator of the peace (County Law §650). These circumstances distinguish him and his department from a chief of police and a police department. Of particular significance are the provisions of the Retirement and Social Security Law. Article 8 of that law -- the New York State Policemen's and Firemen's Retirement System Act -- covers "service as an officer or member of an organized police force or department of any county, city, except the city of

New York, town, village or police district..." (emphasis supplied). Retirement and Social Security Law Article 8 does not apply to deputy sheriffs; they are covered by §§89-a and 89-b of that Law. We also take note of the terms of General Municipal Law §207-c which provides for certain payments to "any member of a police force of any county, city of less than one million population, town or village...." who sustain certain injuries or illnesses in the performance of their duties. The New York State Comptroller has published his opinion that, for the purposes of this law, a sheriff's department is not a police force (19 Op St Comp 387 [Opinion 63-699]).

Supporting the Board's understanding that not all police officers are covered by the amendment is the observation that it does not even extend to all organized police departments and police forces. The rest of the Taylor Law is not limited to cities, towns, villages and police districts; it applies to other public employers as well. Some public employers other than those covered by the amendment have police departments. Examples of these are the State of New York and the New York City Transit Authority. Obviously the Legislature did not even intend to cover all organized police forces or police departments, to say nothing of police officers who are not in organized police forces or police departments.

Another consideration is the statutory reference to the police force or department of a county. Deputy sheriffs are not always treated as employees of a county for the purposes of the Taylor Law. Depending upon the terms of the recognition afforded the deputy sheriffs' representatives or of the presentation to us during a representation proceeding, the deputies might be employees of the county, they might be employees of the sheriff, or they might be employees of the county and the sheriff jointly.

In determining that CSL §209.4, as amended by Chapter 725 of the Laws of 1974, does not cover sheriffs' departments, we are not unmindful of the

policy arguments advanced by representatives of deputy sheriffs. They have reasoned that the public policy involved in providing compulsory arbitration for the resolution of negotiations impasses affecting police and fire departments is that the essentiality of police and firefighting services requires a sure means of resolving such impasses. They further reason that this policy is equally applicable to impasses involving sheriffs' departments. This is an argument that should be directed to the Legislature. Our investigation reveals that it has not been directed to the Legislature in the past; neither can we find any indication that the Legislature considered it on its own. The unique constitutional status of sheriffs' departments might or might not justify procedures different from those applicable to police departments. The Legislature might also wish to direct its attention to such other circumstances as the non-law-enforcement responsibilities of sheriffs' departments, the prevalence of negotiating units that include both sheriffs' departments and other county employees, and the question of whether the identity of the employer is significant.

The States of Michigan and Wisconsin both impose arbitration to settle negotiations disputes involving policemen and firefighters and we have ascertained that in both States deputy sheriffs are covered. A review of their statutes, however, supports our conclusion that the New York State law does not cover deputy sheriffs. The Michigan law provides:

"Public police and fire departments means any department of the city, county, village or township having employees engaged as policemen or in fire fighting or subject to the hazards thereof." (emphasis supplied) (Michigan Policemen's and Firemen's Arbitration Act, §423.232) (GERR 51:3114).

Section 111.77 of the parallel Wisconsin law applies to "fire departments and city and county law enforcement agencies...." (GERR51:5820).

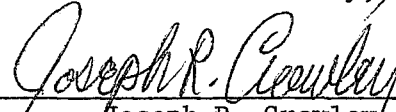
For all of the reasons stated above, we determine that deputy sheriffs are not members of an organized police force or police department and we decline to invoke CSL §209.4 in the impasse between Local 2060, Council 66, AFSCME, AFL-CIO, and the Erie County Sheriff and Erie County.

NOW, THEREFORE, WE ORDER that the petition of Local 2060, Council 66, AFSCME, AFL-CIO to appoint an arbitrator be and it hereby is dismissed.

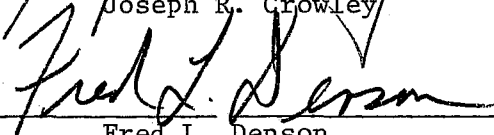
Dated: New York, New York
September 27, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-9/27/74

In the Matter of

FARMINGDALE UNION FREE SCHOOL DISTRICT,

Respondent,

- and -

NASSAU COUNTY EDUCATIONAL CHAPTER, CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,

Charging Party.

BOARD DECISION AND ORDER

Case No. U-0839

The Nassau County Educational Chapter, Civil Service Employees Association, Inc. (charging party) filed on April 19, 1973¹ an improper practice charge which alleged that the Farmingdale Union Free School District (employer) violated §209-a.1(d) of the Public Employees Fair Employment Act (Act).² The gravamen of the charge is that the employer unilaterally changed the vacation policy so as to require employees to take their vacation in July and August.

The hearing officer found that the employer had "engaged in an unlawful unilateral action in violation of §209-a.1(d) of the Act."

We do not agree that this finding of the hearing officer is supported by the evidence in the record.

The then current contract between the parties contained the following provision:

- 1 Decision in this case was held up for an extended period of time at the joint request of the parties in an effort to resolve the dispute involved herein by mutual agreement as part of their ongoing contract negotiations.
- 2 There was a further allegation of an improper practice wherein it was alleged that the employer unilaterally designated employees as confidential and removed them from the bargaining unit. This portion of the charge was withdrawn.

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"Regular non-teaching personnel are entitled to 20 working days of vacation after ten years of service to the district, the fourth week to be taken at a time convenient to the school district. The anniversary date of employment shall be the determining date for four weeks vacation entitlements."

On March 13, 1973 the employer through its Superintendent of Schools promulgated the following notice:

"Employees who are entitled to 4 weeks' vacation must take three weeks' vacation time during the summer months. However, 3 days may be saved for a later date and may be added to the 4th week. The 4th week and banked 3 days to be taken at the convenience of and with the approval of the Principal or Supervisor."

CSEA as the charging party contends that the promulgation of the above notice constituted a unilateral change in the vacation policy of the employer and was therefore an improper practice in violation of §209-a.1(d) of the Act. The charging party does not and could not rely upon the express provisions of the contract because the contract is not explicit as to the times a vacation may be taken except as to the fourth week. Thus for the charging party to prevail herein it would have to establish that there was an established past policy which was changed by the March 13th notice of the employer. We have reviewed the record and conclude that the charging party has failed to establish the existence of such an established past policy. The evidence in the record indicates that the three week vacation period was to be utilized during July and August and that this policy had existed according to a witness for the employer for a period of some twelve years. Further, the testimony was that it was adhered to except in unusual circumstances. The witness for the charging party testified as to two deviations from this policy. The witness testified that she was granted a vacation in March of 1970 but this was prior to her taking a leave of absence for a one-year period, and again in February of 1971 when she was granted a two-week vacation for the period of a honeymoon. We do not feel that the evidence or testimony of the charging party


was such as to establish a past policy that vacations could be taken any time during the year, rather we conclude that in the light of the testimony of a witness for the employer and the witness for the charging party it was the established policy that employees represented by the charging party would take their three week vacation during the July-August period and that the testimony of the witness for the charging party simply indicated an exception to the established rule. Therefore, the notice promulgated on March 13, 1973 does not represent or indicate a change in policy; rather it is simply an affirmation of existing policy.

ACCORDINGLY, WE ORDER that the improper practice charge herein should be and it hereby is dismissed in its entirety.

Dated: September 27, 1974
New York, New York.



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-9/27/74

In the Matter of :
: PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL :
DISTRICT, :
Respondent, :
-and- : BOARD DECISION AND ORDER
: LOCAL 237, INTERNATIONAL BROTHERHOOD OF :
TEAMSTERS, :
Respondent, : CASE NO. U-1005
-and- :
: PLAINVIEW-OLD BETHPAGE CONGRESS OF TEACHERS, :
LOCAL 1401, AMERICAN FEDERATION OF TEACHERS, :
AFL-CIO, :
Charging Party. :
:

This case comes to us on exceptions filed by Plainview-Old Bethpage Congress of Teachers, Local 1401, AFT, AFL-CIO (charging party) to a decision of a hearing officer dismissing its charge. The charge, which was filed on October 25, 1973, alleged that Plainview-Old Bethpage Central School District (employer) and Local 237, International Brotherhood of Teamsters (IBT) violated CSL §§209-a.1(a) and (c) and CSL §209-a.2(a) respectively in that they discriminated against two employees because of their lack of membership in, and opposition to, IBT when they negotiated a wage increase for them of a lesser percentage than the wage increase that they negotiated for all other employees in the negotiating unit. The hearing officer found that IBT and the employer did negotiate a lower percentage salary increase for the two employees, who were the only mail and supply clerks, than they did for the other employees in the negotiating unit, all of whom were in different job titles. He concluded, however, that neither IBT nor the

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employer was motivated by their lack of membership in, or opposition to IBT.

He stated

"I conclude that the lesser percentage increase given to Eisele and Zacchi was a result of the give and take of collective negotiations and their lack of membership in, and opposition to Local 237 was not a factor in the lesser percentage increase. Nor did Local 237 arbitrarily or invidiously fail to represent them."

The exceptions challenged the hearing officer's findings of fact including his resolution of credibility questions. The nature of the exceptions, as well as the circumstance of two employees who opposed IBT having received a lesser salary increase, occasioned a very careful and critical review of the record. On the basis of that review, we are persuaded that the hearing officer's findings of fact are correct, and we confirm his conclusions of law.

Although we find no violation of CSL §209-a in this case, we would emphasize that the collective negotiating representative of public employees has a duty to represent all of the employees in the negotiating unit fairly and impartially. It would be a breach of its duty of fair representation if an employee organization were to discriminate against employees because such employees were not members of the employee organization, and it would constitute a violation of §209-a.2(a). However, this does not preclude all discrimination regardless of motivation. Inevitably, negotiating representatives discriminate against some of the employees in a unit and in favor of others when negotiating an agreement. For example, every seniority clause favors some employees over others. In the instant case, while the two mail and supply clerks did not receive as large an increase as other employees in the unit, the distinction was - as is pointed out by the hearing officer - not the result of some invidious motive on the part of IBT

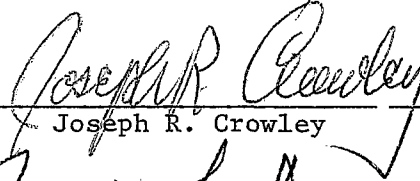
or the employer. Rather, as it appears from the evidence in the record, it was a result achieved in good faith negotiations.

NOW, THEREFORE, WE ORDER that the charge herein should be, and hereby is, dismissed in its entirety.

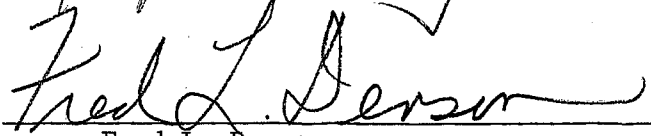
Dated: New York, New York
September 27, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-9/27/74

In the Matter of :
: PUTNAM VALLEY CENTRAL SCHOOL DISTRICT, :
: Employer, : BOARD DECISION AND ORDER
: -and- :
: PUTNAM VALLEY FEDERATION OF TEACHERS, LOCAL :
1857, NYSUT, NEA, AFT, AFL-CIO, : CASE NO. G-1010
: Petitioner, :
: -and- :
: PUTNAM VALLEY CHAPTER, CIVIL SERVICE EMPLOYEES :
ASSOCIATION, INC., :
: Intervenor. :
:

This case comes to us on exceptions filed by the Putnam Valley Central School District (Employer) to the decision of the Director of Public Employment Practices and Representation. In his decision, the Director found that nurse/clerks should be included within an existing unit of professional personnel of the Employer, rather than within a unit of non-teaching personnel.

The Employer operates an elementary school and a middle school and employs approximately seventy teachers and forty non-teaching personnel. Most of these employees fall into one of two units recognized by the Employer in 1968. One, "all professional personnel, excluding administrative staff...;" is represented by Putnam Valley Federation of Teachers, Local 1857, NYSUT, NEA, AFT, AFL-CIO (Petitioner); the other, "...all non-teaching personnel... exclusive of supervisory and confidential personnel", is represented by Putnam Valley Chapter, Civil Service Employees Association, Inc. (Intervenor).

At one time, there was a nurse/teacher employed in the single school building operated by the Employer (that position was in the Professional Employees Unit). When, during the spring of 1972 a second building was completed for the middle school, the position of nurse/clerk was established in

that building and the Employer allocated that position to the Non-Teaching Personnel Unit. At the end of the 1972-73 school year, the nurse/teacher retired and she was replaced by a second nurse/clerk.

Nurse/clerks are registered professional nurses and they do not perform any formal classroom health teaching. A substantial portion of their work involves record-keeping and other clerical duties. Their hours are longer than those of classroom teachers and they are eligible for membership in the State Employees' Retirement System, rather than the Teachers' Retirement System. Their salary scale is unique to nurse/clerks. They are responsible for routine examinations, emergency care for students in need of general first aid due to injury and/or illness, and a continuing day-to-day health service program for students including follow-up of illnesses and injuries. Along with a guidance counselor, two school psychologists, a social worker and the two school principals, they are members of the school's committee on the handicapped. Their work on this committee is directed toward the prevention of accidents as well as the care and education of handicapped children. They also serve as liaison to the Mental Health Association of Westchester County, Inc., and represent the Employer in its dealings with the Red Cross and the Putnam Valley Social Services Department. The two nurse/clerks serve as attendance officers for their respective buildings. They are invited to, but not required to attend faculty meetings. Their health and attendance duties require daily contact with teachers, administrators and parents.

The Employer specified seven exceptions which fall into three categories. The first is that PERB has no jurisdiction because the issue is which of two units established by the Employer the two nurse/clerks should be in. As such units were established by the Employer and the employee organizations were recognized in such units, arbitration is the appropriate procedure to resolve the question of what the parties themselves intended. However, when

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Petitioner sought to arbitrate the question, it was prevented from doing so by the Employer, which obtained an order from the Supreme Court staying arbitration on the theory that the power to determine issues of representation status is vested exclusively in this Board (Matter of the Arbitration between Putnam Valley Central School District and Putnam Valley Federation of Teachers, 75 Misc. 2d 374 [1973]). The Employer may not now be heard objecting to our jurisdiction in the instant case.

The second exception is that the trial examiner prejudged the case against the Employer and should, therefore, have been disqualified because of bias. Assuming arguendo that the factual allegation is accurate, that conclusion does not follow. The function of the trial examiner in this case was merely to hold the hearing. It did not include the issuance of a decision. His prejudgment of the case would only constitute reversible error if he had made some prejudicial error. Our review of the record does not reveal any such error.

Finally, the exceptions allege findings and conclusions of fact by the Director that are not supported by the evidence. In all instances, however, these do not go to the essence of the matter. We determine that, on balance, the community of interest between nurse/clerks and members of the Professional Employees Unit is greater than the community of interest with the Non-Teaching Employees Unit. We also find no conflict of interest between the nurse/clerks and members of the Professional Employees Unit.

ACCORDINGLY, we confirm the conclusion of the Director

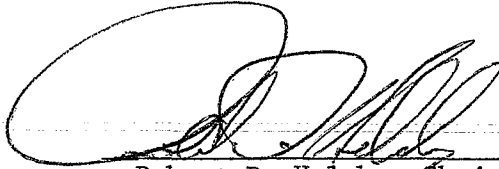
and

WE ORDER that the nurse/clerks should be, and hereby are,


included within the existing negotiating unit

of all professional personnel of the Employer
which is presently represented by the Petitioner.

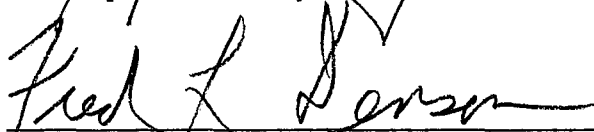
Dated: September 27, 1974
New York, New York



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Benson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2F-9/27/74

In the Matter of	:	
CITY OF ROCHESTER	:	
Respondent,	:	BOARD DECISION
-and-	:	<u>AND ORDER</u>
ROCHESTER FIRE FIGHTERS	:	
LOCAL 1071, I.A.F.F. (AFL-CIO),	:	<u>CASE NO. U-1048</u>
Charging Party.	:	

This case comes to us on exceptions filed by the Rochester Fire Fighters Local 1071, I.A.F.F. (AFL-CIO), (hereinafter the charging party) to a decision of a hearing officer dismissing its charge. The charge, filed on December 20, 1973, alleged that the City of Rochester had committed an improper practice by violating its duty to negotiate in good faith with the charging party. The negotiations were for a successor agreement to one expiring June 30, 1973, which had separate sections for uniformed and non-uniformed members of the Fire Department.

There had been extensive negotiations including resort to mediation and factfinding. During these negotiations, the City of Rochester had been represented primarily by its City Manager but members of the City Council, the legislative body of the City, had been involved in the negotiations. On October 9, 1973, a tentative agreement was reached between the City Manager and the President of the charging party, which covered only uniformed members of the Fire Department. That agreement was conditioned upon ratification by the charging party's members, and on October 23, 1973, it was rejected. On November 27, 1973, the City Council held a legislative hearing. In advance of

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the hearing the Association President and the City Manager agreed to recommend a legislative determination based upon the October 9 tentative agreement. At the legislative hearing, however, the City Manager made no presentation and the charging party's President made no substantive recommendations, but called upon the City Council to make a legislative determination reflecting the fact that the charging party had not struck. The City Council issued a legislative determination that provided the uniformed members of the Fire Department with the same wage increase as would have been provided by the October 9 agreement, but with fewer other benefits.

The charging party alleges several errors by the hearing officer. In substance, it argues that because members of the City Council had participated in negotiations prior to the legislative hearing, they were subject to the duty to negotiate in good faith, which duty persisted into the legislative hearing. It further argues that having reached an agreement on October 9, 1973, which agreement was conditioned only upon ratification by members of the charging party, their renegeing on that agreement during the legislative hearing constituted a failure to negotiate in good faith. They also argue (citing Matter of Vestal Teachers Association 3 PERB 3553) that the legislative hearing was a sham in that the members of the Legislature approached the hearing with a closed mind. Implicit in these arguments, as well as explicitly expressed, is the proposition that the legislative determination of the City Council had to yield terms and conditions of employment that were no less favorable to the charging party than those contained in the rejected agreement of October 9, 1973. Finally, the charging party argues that the City of Rochester failed to negotiate in good faith in that the legislative determination did not cover non-uniformed personnel.

We have ruled (Matter of Union Springs Central School Teachers Association 6 PERB 3120) that it is a violation of their duty to negotiate in good faith for negotiators who reach a tentative agreement not to seek approval of their agreement. Just as employee organization negotiators must work for

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ratification of their agreement if ratification is required, so must employer negotiators seek approval of their agreement to the extent that approval is required, and this applies to employer negotiators who may happen to be members of the employer's legislative body. However, this proposition is not applicable in the instant circumstances; there was no agreement for which the employer negotiators could seek support. During negotiations, the City of Rochester negotiators were obliged to seek accommodations with the charging party in order to reach an agreement. That they did so is evidenced by the fact that an understanding was reached with the charging party's negotiators. After the legislative hearing, however, the duty of the City Council was not necessarily to reach an accommodation with the charging party, but to "take such action as it deems to be in the public interest, including the interest of the public employees involved."(CSL §209.3(e)).¹ There is no indication that any negotiator for the City of Rochester failed to engage in appropriate conduct in this regard.

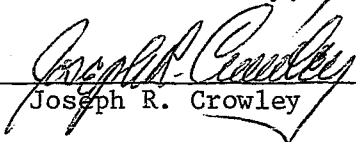
With respect to other matters alleged in the charging party's exceptions relating to the failure of the City Manager to make a presentation to the City Council and to the failure of the legislative determination to cover non-uniformed personnel, we confirm the findings of fact and conclusions of law of the hearing officer.

NOW, THEREFORE, WE ORDER that the charge be, and hereby is, dismissed in its entirety.

Dated: September 27, 1974
New York, New York



Robert D. Helsby, Chairman



Joseph R. Crowley

Member Fred L. Denson did not participate in this Decision.

¹ By way of contrast, see CSL §209.3(f) as added by L. 1974, c. 443. Applicable to school district negotiations, it provides that after a legislative hearing by a school board, "the legislative body may take such action as is necessary to reach an agreement."

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2G-9/27/74

In the Matter of :
TOWN OF NISKAYUNA, :
Employer, :
- and - :
CIVIL SERVICE EMPLOYEES' ASSOCIATION, : Case No. C-1121
INC., :
Petitioner. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All full time foremen, laborers, maintenance men, mechanics, and operators in the sewer and water departments.

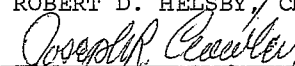
Excluded: All other employees, including seasonals and part time employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September, 1974.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2H-9/27/74

In the Matter of :
CITY OF ALBANY, :
Employer, :
- and - : Case No. C-1124
ALBANY POLICE OFFICERS UNION, AFSCME, :
AFL-CIO, :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that ALBANY POLICE OFFICERS UNION, AFSCME, AFL-CIO

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All Patrolmen and Detectives

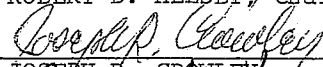
Excluded: All other employees.

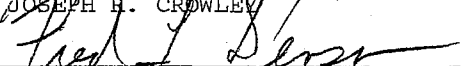
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with ALBANY POLICE OFFICERS UNION, AFSCME, AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September , 19 74 .


ROBERT D. HELSBY, Chairman


JOSEPH H. CROWLEY


FRED L. BENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#21-9/27/74

In the Matter of :
ALBANY HOUSING AUTHORITY, :
Employer, :
-and- : Case No. C-1117
CIVIL SERVICE EMPLOYEES ASSOCIATION, :
INC., :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Civil Service Employees Association, Inc.

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

"Included: Office, clerical and maintenance personnel.

Excluded: Executive Director, Assistant Executive Director, confidential secretary to the Executive Director, managers, department heads, Assistant Director of Maintenance, Paint Supervisor, community service assistants, management aides and all security personnel."

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Civil Service Employees Association, Inc.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September, 1974.



ROBERT D. HELSBY, Chairman



JOSEPH F. CROWLEY



FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2J-9/27/74

In the Matter of :
COUNTY OF ERIE, :
Employer, :
- and - :
AMERICAN FEDERATION OF STATE, COUNTY : Case No. C-1082
AND MUNICIPAL EMPLOYEES, AFL-CIO, :
Petitioner, :
- and - :
CIVIL SERVICE EMPLOYEES ASSOCIATION, :
INC., :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

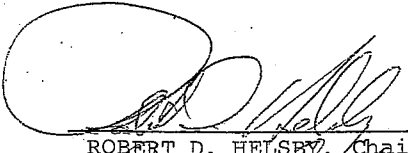
Included: See Attached Schedule

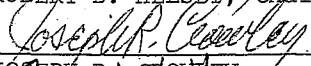
Excluded: All per diem, seasonal, substitutes, and anyone working less than 20 hours a week as well as all other employees of the employer.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September, 1974.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

SCHEDULE OF JOB TITLES

Account Auditor
Accountant
Account Clerk
Acct. Clk. Bkpg. Mach. Opr.
Acct. Clerk Typist
Adm. Asst. Family Court
Administration Clerk
Admin. Clerk ECMH
Admin. Officer Cyl. Def.
Administrative Analyst
Air Monitor Tech.
Air Pollution Inspect.
Anesthesiologist
Architectural Draftsman
Art Printing Superv.
Asst. Adm. Ofc. Cvl. Def.
Asst. Bio Statistician
Asst. Bookkeeper Comp.
Asst. Bookkeeper Treas.
Asst. Chf. Psychiatrist
Asst. Civil Engineer
Asst. Cln. Phy. Mch. OFT
Asst. Desk Clerk
Asst. Dir. Child Health
Asst. Dir. Data Process.
Asst. Dir. Frse. Svs. Psy.
Asst. Dir. Resources
Asst. Engineer
Asst. Engineer Constr.
Asst. Food Srv. Manager
Asst. Home Economist
Asst. Mechanical Engineer
Asst. Photocopy Machine Opr.
Asst. Physiatrist
Asst. Pstl. Permit Clk.
Asst. Planner
Asst. Probate Clerk
Asst. Pub. Health Engr.
Asst. Res. Physician PT
Asst. Res. Physician I
Asst. Res. Physician II
Asst. Res. Physician III
Asst. Res. Physician IV
Asst. Res. Phy. Psy. I
Asst. Res. Phy. Psy. 2
Asst. Res. Phy. Psy. 3
Asst. Res. Phy. Psy. 4
Asst. Supt. of Records
Assoc. Civil Engineer
Assoc. Dir. TB Control
Assoc. Engineer APC
Assoc. Engineer Const.
Associate Planner
Asst. Supvg. PH Nurse
ASC Pb. Health Engineer
Assoc. PH Sanitarian
Attack Wrng. Ofc. CD
Attending Physician
Attending Physician PT
Attending Physician OHT
Attending Physician In Charge OHT
Attending Physician OTT
Att. Phy. Psych. Ac. OHT
Att. Phy. TB Surg. OHT
Blood Bank Suprv.
Bookkeeper Treas.
Budget Examiner

Business Assistant
Buyer
Calc. Machine Opr
Cardiologist
Case Aide
Case Worker
Cashier
Cashier Registrar
Chief Acct. Clk.
Ch. Acct. Mntl. Health
Chief Bacteriologist
Chief Bacteriology Tech.
Chief Biochemistry Tech.
Chf. Bookkeeper Treas.
Chief Child Care Wkr.
Chief Clerk
Ch. Comp. Health C. ECMHD
Chf. Conf. Crml. Invest.
Chief Court Crier
Chief Dietitian
C Forensic CCS ECMHD
Chf. Hematology Techn.
Chief Hosp. Aide
Chief Ident. Officer
Cf. Inhal. Ther. Tech.
Chief Library Clerk
Ch. Med. Rec. Librarian
Chf. Officer JDGS CHM.
Chief Ophthalmology
Chief Pharmacist
Chief Planner
Chief Psychologist
Chief Purchase Clerk
Chief Registrar
Chief Res. Physician
Chief Security Off.
Chief Serologist
Chief Serology Techn.
Chief Steam Engr.
Chief Tax Clerk
Chief Watchman
Chief X Ray Techn.
Clerk
Clerk Stenographer
Clerk Typist
Cld. Psychiatrist OHT
Clinic Dir. Dentl.
Clinic Phy. Mch. PT
Clinic Physician OTT
Clinic Receptionist
Clin. Phys. TB Cont. PT
Clinical Psychologist
Collector
Computer Operator
Computer Programmer
Conf. Court Attn. Surr.
Conf. Criminal Invest.
Conf. Investigator Accts.
Conf. Investigator CA
Contract Clk.
Coord. of Rehab. Servs.
Correction Capt.
Correction Lieut.
Correction Officer
Correction Sargeant
Court Clerk
Court Crier
Court Officer
Court Officer SP Assignmt.

Court Stenographer
Custodian
Data Processing Mach. Opr.
Dental Hygienist
Dental Lab. Techn.
Dentist MH
Dentist OHT
Deputy Co. Sealer
Desk Clrk.
Det. House Parent
Det. Soc. Wkr.
Dietitian
Dietitian Asst.
Dir. of Hosp. Socl. Serv.
Dir. Plan Research
Dir. Psych. Soc. Serv.
Director Resources
Document Clrk.
Duplicating Mach. Opr.
EHT Trainee
Election Canvass Clk.
Election Clerk
Election Deputy
Election Print Clrk.
Electrocardiographer TTT
Electrocephalpc Tech.
Electronic Equip. Mech.
Emergency Rm. Phys. PT
Employment Counselor
Engr. Asst.
Env. Health Tech.
Examiner of Accounts
Exmr. Incomptnt. Accts.
Examining Phys. PT
Executive Asst. MMH
Executive Asst. Soc. Serv.
Farm Suprv.
File Clerk Probate
Grand Jury Steno
Guardian Clrk.
Handicraft Wkr.
Health Exhibit Oper.
Hearing Stenographer
Hqway. Maint. Engr.
Home Economist
Hosp. Soc. Wkr.
Housing Aide
Impanelling Asst.
Ident. Officer
Index. Records Clrk.
Inhaltn Therapy Techn.
Inspector of Purchs.
Instnl. Soc. Wkr.
Intern
Internist
Internist Psychiatry
Internist TB
Inv. Asst. Guardian Clrk.
Jr. Engineer
Jr. Epidemiologist
Jr. Methods Proced. An.
Jr. Secty. to Justices
Key Punch Operator

Laboratory Asst.
Laboratory Techn.
Legal Stenographer
Library Clerk
Lib. Display Artist
Mail Clerk
Manual Arts Instructor
Matron Nurses Home
Matron - Pen.
Mechanical Engr.
Med. Care Administrator
Medical Examiner PT
Medical Librarian
Medical Photographer
Med. Record Librarian
Med. Record Tech.
Medical Soc. Wkr.
Medical Soc. Work Consult.
Method & Pro Analyst
Microfilm Operator
Morgue Keeper
Mortg. Tax Exam. Cashr.
Motor Veh. Reg. Clrk
Neuropathologist
Neurophysiologist
Neuroradiologist
Occupational Therapist
Occpt. Therapist Aide
Occpt. Therapy Supv.
Opers. Trng. Ofc. C Def.
Orthopedic Surgeon
Orthoptic Tech.
Parks Engineer
Park Engineer Asst.
Pathologist
Pathological Lab Wkr.
Payroll Examiner
Pen. Medical Aide
Pharmaceutical Cl.
Pharmacist
Pharmacy Intern
Photocopying Mach. Opr.
Photographic Asst.
Physiatrist
Physical Therap.
Physical Therap. Aide
Physician Pen TTT
Physicist
Pistol Permit Clrk.
Planning Draftsman
Practical Nurse
Practical Nurse Licensed
Principal Clerk
Prin. Document Clerk
Prin. Engineer Asst.
Prin. Library Clerk
Prin. Public Health Edu.
Prin. Recreation Supv.
Principal Stores Clk.
Probate Clerk
Probation Officer

Psychiatric Soc. Worker	Sr. Histology Techn.
Psych. Soc. Worker OHT	Sr. Home Economist
Psychiatrist	Sr. Key Punch Opr.
Psychiatrist OHT	Sr. Library Clerk
Psychiatrist OTT	Sr. Med. Photographer
Psychiatrist PT	Sr. Met. Proced. Anal.
P H Educator	Sr. Microfilm Opr.
Pub. Health Sanitarian	Sr. Mo. Veh. Reg. Clk.
Public Health Soc. Wkr.	Sr. Occ. Therapist
Radio Isotope Techn.	Sr. Offset Machine Opr.
Radio Isotope Techn. OHT	Sr. Pen. Med. Aide
Radiologist	Sr. Pharmaceutical Cl.
Radiolog. Chml. Ofc. CD	Sr. Photocopy Mach. Opr.
Radio Supervisor	Sr. Physical Therapist
Radio Technician	Sr. Planner
Receptionist	Sr. Public Health Educ.
Record Clerk DA	Sr. Pub. Health Engineer
Record Custodian	Sr. P H Nutritionist
Recreation Leader	Sr. P H Sanitarian
Recreation Supervisor	Sr. Res. Physician
Recreational Therapist	Sr. Resource Adjustor
Rehabil. Counselor	Sr. Right of Way Agent
Research Assistant	Sr. Sanitary Chemist
Res. In Oral Surgery	Sr. Sec. Officer
Resource Adjustor	Sr. Serology Techn.
Resource Mang. Ofc. CD	Sr. Statistics Clrk.
Right of Way Agent	Sr. Stores Clerk
Roentgenologist TFT	Sr. Supv. of Case Work
Sanitary Chemist	Sr. Tax Acct. Clerk
Sanitary Engineer	Sr. Tax Clerk
School Dentist OTT	Sr. Telephone Opr.
School Physician OTT	Sr. Vocational Eval.
Searcher	Sr. X Ray Techn.
Secretarial Steno	Sewerage Maint. Engr.
Supv. of Patient Accounts	Shelter Ofcr. Cvl. Def.
Sr. Account Clerk	Soc. Super Unit
Sr. Architectural Draftsman	Soc. Case Super A
Sr. Bacteriologist	Spec. Dept. Court Clrk.
Sr. Bacteriology Tech.	Spc. Dept. Court Clk. Ct.
Sr. Biochemist	Spc. Dep. Court Clk. Pl
Sr. Biochemistry Techn.	Special Investigator
Senior Case Worker	Speech Therapist
Sr. Cashier	Statistician
Sr. Civil Engineer	Steno Supervisor
Sr. Clerk	Supt. of Records
Sr. Clerk Steno	Supvng. Admins. Clk.
Sr. Clerk Typist	Supervising Clin. Psy.
Sr. Collector	Supv. Accountant
Sr. Data Pro. Mach. Opr.	Supvs. Account Comp.
Sr. Dental Hygienist	Supv. Acct. Hgway.
Sr. Dentist	Supr. Clerk
Sr. Dep. County Sealer	Sup. Data Proc. Mach. Opr.
Sr. Dietitian	Supervisor Insurance
Sr. Document Clk.	Supervisor of Intake
Sr. Dup. Machine Opr.	Supv. Med. Soc. Worker
Sr. Election Deputy	Super of Case Work
Sr. Employ. Counselor	Supv. of Hgway. Maint.
Sr. Engineer APC	Sup. Psych. Soc. Worker
Sr. Engineer Asst.	Supervisor Supplies
Sr. Engineer Const.	Supv. Trans. Typist
Sr. Env. Health Tech.	Systems Analyst DP
Sr. Examiner Accts.	Tax Account Clrk.
Sr. Hematologist	Tax Clerk
Sr. Hematology Techn.	Tech. Audio Testing

Telephone Operator
Suprv. of Staff Development
Urologist
V D Investigator
Varitype Operator
Warrant Clerk
X Ray Tech.
X Ray Dark Rm. Tech. -1/91
X Ray Dark Rm. Tech. - #1091
Soc. Welfare Examiner
Sr. Soc. Welfare Examiner
Head Soc. Welfare Examiner
Chief Soc. Welfare Examiner

Sr. Planning Draftsman
Supervisor of Rehab. Services (Pen)
Pump Oxygenator Technician
Chief Biologist
Supervising Clinical Microbiologist
Sr. Pharmacist
Asst. Clinic Physician (LHC)
Sanitarian Trainee
Sr. Air Monitoring Technician
Engineer - Meteorologist
Asst. Examiner of Accounts
Recreation Supervisor (Music)
Recreation Supervisor (Sr. Citizen)
Sr. Telephone Operator
Sr. Home Economist
Probate Clerk
Architect
Asst. Architect
Supervisor of Data Processing
Coordinator of Emergency Medical Ser.
Real Property Appraiser
Admin. Asst. (Office for the Aging)
Asst. Coordinator - Sr. Volun. (Aging)
Super. of Screening and Referral
Super. of Program Develop. & Evaluation
Super. of Facility & Support Ser.
Spec. Projects Coor. (Office for the Aging)
Social Work Coordinator
Coordinator - Sr. Volunteer - Aged
Principal Security Officer
Land Surveyor
Super. of Rehab. Services (H & I)
Administrative Clerk (MMH)
Dialysis Technician
Cytotechnologist
Super of Detention Facilities
Supervising Data Proc. Control Clerk
Sr. Data Proc. Control Clerk
Data Processing Control Clerk
Sr. Accountant
Asst. Mechanical Engineer
Supervision of Design
Administrative Assistant (Pen.)
Administrative Assistant (LHC)
Coordinator - Lead Detection Services
Supervisory Legal Council (Air Pollution)
Asst. to Dir. (Emer. Medical Services)
Neuropsychologist - Meyer

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2K-9/27/74

In the Matter of
COUNTY OF ERIE,
- and - Employer,
NEW YORK STATE NURSES ASSOCIATION,
- and - Petitioner, Case No. C-1100
AMERICAN FEDERATION OF STATE, COUNTY and
MUNICIPAL EMPLOYEES, AFL-CIO,
- and - Petitioner,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that NEW YORK STATE NURSES ASSOCIATION

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

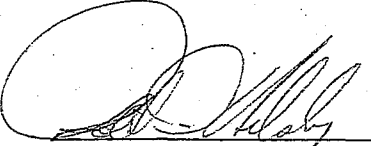
Included: See Attached Schedule

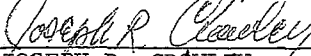
Excluded: All per diem, seasonal, substitutes, and anyone working less than 20 hours a week as well as all other employees of the employer.

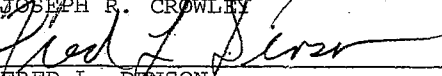
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with NEW YORK STATE NURSES ASSOCIATION

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September, 1974.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

SCHEDULE OF JOB TITLES

Anesthetist Nurse
Asst. Head Nurse
Asst. Supvg. PH Nurse
Charge Nurse
Clinical Teacher
Consultant PH Nurse
Cord Maternity Nurse
General Duty Nurse
Gen. Duty Nurse OHT
Head Nurse
Inst. In Nursing Art
Nurse Clinician Psyc.
Nursing Services Conslt.
Nursing Supv. Admissions
Nursing Supv. EJMMH
Nurs. Supv. Central Supply
Nursing Supv. Diag. Cl.
Nursing Supv. Oprg. Rm.
Public Health Nurse
Registered Nurse
Sr. Anesthetist Nurse
Supvg. Pub. Health Nurse
Supv. Student Rotation
Public Health Nurse Coord.
Nursing Services Consultant
Nursing Suprv. IPPB

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2L-9/27/74

In the Matter of _____
: COUNTY OF ULSTER AND ULSTER COUNTY
SHERIFF, :
: Employers, :
-and- : Case No. C-1087
: ULSTER COUNTY SHERIFF'S EMPLOYEES
ASSOCIATION, :
: Petitioner. :
: _____

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Ulster County Sheriff's Employees Association

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

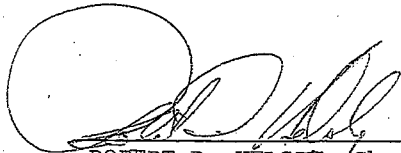
Included: All deputy sheriffs.

Excluded: All other employees of the employers.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Ulster County Sheriff's Employees Association

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

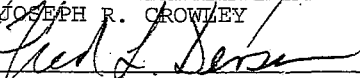
Signed on the 27th day of September , 19 74 .



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2M-9/27/74

In the Matter of :
TOWN OF GREENBURGH, :
- and - Employer, :
SERVICE EMPLOYEES INTERNATIONAL UNION, :
AFL-CIO, : Case No. C-1099
- and - Petitioner, :
TOWN OF GREENBURGH EMPLOYEE UNIT OF :
THE WESTCHESTER CHAPTER CIVIL SERVICE :
EMPLOYEES ASSOCIATION, INC., :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Town of Greenburgh Employee Unit of the Westchester Chapter Civil Service Employees Association, Inc. has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:


Included: All town employees, including regular part time employees and deputy town attorneys.

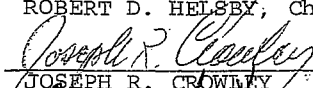
Excluded: All employees of the highway and sanitation departments, police department, deputy department heads and department heads.

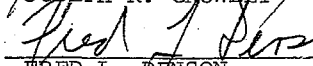
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Town of Greenburgh Employee Unit of the Westchester Chapter Civil Service Employees Association, Inc.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September , 1974 .


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2N-9/27/74

In the Matter of :
Town of Duaneburg, :
Employer, :
- and - :
NEW YORK COUNCIL 66, AMERICAN FEDERATION : Case No. C-1118
OF STATE, COUNTY AND MUNICIPAL :
EMPLOYEES, AFL-CIO, :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that New York Council 66, American Federation of State, County and Municipal Employees, AFL-CIO

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:


Included: All full & part time employees of the employer in the job titles of Motor Equipment Operator and Mechanic.

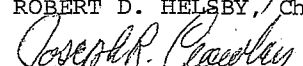
Excluded: The Superintendent of Highways and all other employees.

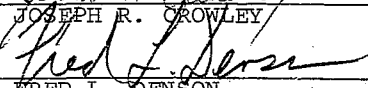
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with New York Council 66, American Federation of State, County and Municipal Employees, AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 27th day of September , 1974 .


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#20 - 9/27/74)


In the Matter of the Application of the :
CITY OF SYRACUSE : Docket No. S-0016
for a determination pursuant to Section :
212 of the Civil Service Law. :
:


At a meeting of the Public Employment Relations Board held on the 27th day of September, 1974, and after consideration of the application of the City of Syracuse made pursuant to Section 212 of the Civil Service Law for a determination that Chapter 30 of the Revised General Ordinances of the City of Syracuse as last amended by General Ordinance No. 40-1974 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Ordinance aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

Dated, New York, New York
September 27, 1974


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD


#2P-9/27/74


In the Matter of the Application of the :
 COUNTY OF ONONDAGA : Docket No. S-0001
for a determination pursuant to Section :
212 of the Civil Service Law. :

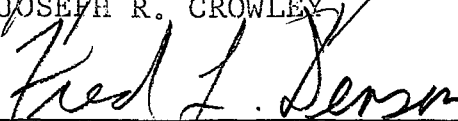
At a meeting of the Public Employment Relations Board held on the 27th day of September, 1974, and after consideration of the application of the County of Onondaga made pursuant to Section 212 of the Civil Service Law for a determination that its Resolution No. 126 adopted on April 8, 1968 as last amended by Resolution No. 363 adopted on September 3, 1974 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Resolution aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

Dated, New York, New York
September 27, 1974


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2Q-9/27/74

In the Matter of the Application of the :
TOWN OF RYE : Docket No. S-0055
for a determination pursuant to Section :
212 of the Civil Service Law. :
:

At a meeting of the Public Employment Relations Board held on the 27th day of September, 1974, and after consideration of the application of the Town of Rye made pursuant to Section 212 of the Civil Service Law for a determination that the resolution adopted on February 20, 1968 as last amended by resolution adopted on August 20, 1974, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, and all members concurring, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the resolution aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

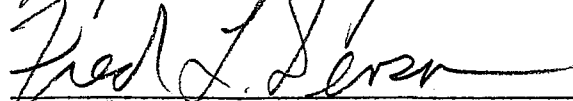
Dated, New York, New York
September 27, 1974



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

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NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
50 WOLF ROAD
ALBANY, NEW YORK 12205

BOARD MEMBERS
ROBERT D. HELSBY
CHAIRMAN
JOSEPH R. CROWLEY
FRED L. DENSON

September 30, 1974

#3-9/27/74
COPY
FORWARDED
TO
STATE
MEMBER
10/1, 1974

Hon. John Ghezzi
Secretary of State
162 Washington Avenue
Albany, New York

RECEIVED
EXECUTIVE OFFICE
OCT 1 - 1974
NEW YORK STATE
DEPARTMENT OF STATE

Dear Mr. Ghezzi:

I am transmitting herewith, for filing in your office, the original and three copies of amendments to the Rules of Procedure of the Public Employment Relations Board which were adopted by the Board on September 27, 1974, to become effective October 1, 1974 and promulgated by the Public Employment Relations Board on that date.

Very truly yours,

Robert D. Helsby

Attachments

OCT 1 - 1974

Copy of this letter and filing returned to Robert D. Helsby as filing receipt. C. Lindsay

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