4-10-1981

State of New York Public Employment Relations Board Decisions from April 10, 1981

New York State Public Employment Relations Board
In the Matter of
DEER PARK UNION FREE SCHOOL DISTRICT,
Respondent,
-and-
DEER PARK TEACHERS ASSOCIATION,
Charging Party.

COOPER & ENGLANDER (ROBERT E. SAPIR, ESQ.,
of Counsel), for Respondent

ROBERT CLEARFIELD, ESQ., for Charging Party

This matter comes to us on the exceptions of the Deer
Park Teachers Association (Association) to a hearing officer's
decision dismissing its charge, filed on August 6, 1979, that
the Deer Park Union Free School District (District) violated its
duty to negotiate in good faith by unilaterally deciding to con­
tact out unit work involving summer school in-car driver
training.

FACTS

The Association and the District were parties to a col­
lectively negotiated agreement covering the period of July 1, 1976
through June 30, 1979. That agreement provided, inter alia, that

"No [summer school] position shall be filled by a
teacher not employed by the Deer Park School System
if there is a qualified applicant for such a position
who is employed by said school system. A teacher
who has filled a summer school position and has per­
formed satisfactorily shall be appointed to the same
position in the following year."
The District offered a summer school driver education program in both 1977 and 1978. During these two years, both the classroom and in-car driving aspects of the course were provided by four regular classroom teachers. They applied for reappointment in 1979, and pursuant to the terms of the agreement, they would have been reappointed.

In January 1979, the District and the Association exchanged proposals for an agreement to succeed the one expiring on June 30. The District's proposals included the elimination of the summer school provisions referred to herein, while the Association's proposals included an assurance that no teacher would lose employment as a result of subcontracting. As of the time when the charge herein was filed, the dispute concerning these proposals had not yet been resolved and the parties had begun to meet with a factfinder pursuant to §209 of the Taylor Law.

On May 18, 1979, the District announced its intention to contract out the in-car training of its driver education program for the 1979 summer school session. The Association's president filed a grievance on May 31, 1979 alleging that the announcement violated the 1976-79 agreement. Two weeks later, the District Superintendent denied the grievance. At the time when the charge herein was filed, the Association was seeking arbitration of its grievance. Meanwhile, on June 27, 1979, the District, by resolution of its Board of Education, awarded a contract for the in-car part of the driver education program to Package Auto School,
Inc. The contractor was notified of this by a letter dated July 2, 1979, and commenced work under the contract on July 9, 1979. Of the four teachers who had been teaching the course, only one was reappointed. He conducted the classroom aspects of the course. This did not involve as much time as he had worked during the prior two years.

The hearing officer dismissed the charge on the ground that the issue was whether the June 27 resolution of the Board of Education constituted a violation of the collectively negotiated agreement then in effect between the Association and the District. He ruled that this Board does not have jurisdiction over such an issue. Citing County of Monroe, 10 PERB ¶3104 (1977), in which we held that a legislative resolution changing terms and conditions of employment is a definitive act which, if improper, constitutes a violation of the duty to negotiate in good faith, he determined that the District's violation, if any, occurred before the expiration of the prior agreement. He reasoned that a finding that the District's conduct was improper would, necessarily, have to be based upon the conclusion that it violated the collectively negotiated agreement.

DISCUSSION

One of the arguments made by the Association in support of its exceptions is that the hearing officer treated the charge as merely alleging an improper unilateral action by the District and that he did not consider the District's refusal to negotiate the Association's proposal concerning subcontracting. The reason that the hearing officer did so is obvious. The charge, itself,
merely cites the District's alleged unilateral action and makes no reference to any refusal on the part of the District to negotiate the Association's demand. Moreover, even if the charge were read to complain about the District's conduct during negotiations, we would find no support in the record for this allegation.

We find merit, however, in the Association's argument that the hearing officer erred in determining that this Board lacks jurisdiction over the alleged unilateral action of the District. County of Monroe is not dispositive of this question. In Monroe, we held that a legislative resolution is a definitive act which may constitute a violation, requiring a charge relating to that resolution to be filed within four months thereafter. The instant charge raises no such question concerning its timeliness. The question is a substantive one: Does it set forth a cause of action under the Taylor Law?

This Board is not called upon here to enforce or otherwise exercise jurisdiction over an alleged violation of an expired agreement. Although the resolution was adopted before the collectively negotiated agreement between the Association and the District expired, the contract awarded by the resolution was not to be implemented until after the expiration of that agreement. The District's resolution, therefore, does not appear to violate any collectively negotiated agreement and the Association's cause of action in the improper practice charge before us is based

1 See §204.1(a)(1).
solely upon a unilateral change in terms and conditions of employment made while no agreement between the parties was in existence.

This analysis requires us to consider the defenses raised by the District to the merits of the charge. The first of the District's arguments is that it was free to make the unilateral change because the letting of the subcontract was a management prerogative. In making this argument, it attempts to distinguish Saratoga Springs School District, 11 PERB ¶3037 (1978), aff'd Saratoga Springs City School District v. PERB, 68 App.Div.2d 202 (Third Dept., 1979), 12 PERB ¶7008 (1979); mot. for leave to appeal den'd, 47 NY2d 711, 12 PERB ¶7012 (1979), by asserting that the nature of the service provided by Package Auto School, Inc. was different from that provided by the four teachers. We are not persuaded by this argument. It is true that in 1977 and 1978, the in-car driving portion of the driver education program was taught in rented automobiles, while in 1979 the subcontractor provided its own automobiles. This does not constitute a material alteration in the work performed by the instructors. Furthermore, while, as the District asserts, the new procedure may have been more efficient and, therefore, have enabled the District to offer driver education to a larger number of students, this goes to the wisdom of the change and not to its negotiability.

The District also argues that even if it is a mandatory subject of negotiation, the charge should be dismissed because it satisfied its duty to negotiate in good faith before making the unilateral change. The test for a public employer's right to make a unilateral change is set forth in Cohoes City School
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District, 12 PERB §3113 (1979). There must be compelling reasons for the employer to act unilaterally at the time it does. It must have negotiated the change in good faith by negotiating with the employee organization to the point of deadlock before making the change and it must be willing to continue to negotiate the matter thereafter. All three elements of this test must be present at the time of the unilateral action. The conduct of the District in the instant case does not satisfy this test. There was no genuine deadlock at the time when the District acted unilaterally.

NOW, THEREFORE, WE ORDER the Deer Park Union Free School District

1. To reimburse teachers of summer school driver education for any loss of wages or benefits that they may have suffered by reason of its contract with Package Auto School, Inc. and
2. To negotiate in good faith with the Deer Park Teachers Association concerning terms and conditions of employment.

DATED: Albany, New York
April 10, 1981

[Signatures]

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
In the Matter of
COUNTY OF ONONDAGA AND COUNTY OF ONONDAGA SHERIFF,
Respondent,
-and-
DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION OF ONONDAGA COUNTY, INC.,
Charging Party.

ROBERT J. ROSSI (JEFFREY GOSCH, ESQ., of Counsel),
for Respondent

BLITMAN & KING (JAMES R. LaVAUTE, ESQ., of Counsel),
for Charging Party

The first of the charges filed herein by the Deputy Sheriff's Benevolent Association of Onondaga County, Inc. (Association) alleges that the County of Onondaga and County of Onondaga Sheriff (Onondaga) violated subsections 1(a) and (d) of §209-a of the Taylor Law in that it altered the badge worn by deputy sheriffs in the Criminal Division of the Sheriff's Department pursuant to discussions with three deputies in the Criminal Division who were members and officers of the County of Onondaga Patrolmen's Society (COPS), a competing employee organization.

The second of the charges (U-4719) alleges that Onondaga violated subsections 1(a) through 1(d) of §209-a of the Taylor Law in that

1. Issued a directive which provided that deputy sheriffs in the Criminal Division would be financially responsible for loss, theft or damage of the new badge, and
2. Restricted the use of representations of the new badge to groups, the membership of which was limited to deputies in the Criminal Division of the Sheriff's Department.

The effect of this conduct of Onondaga was that COPS, an organization which had sought to represent deputy sheriffs in the Criminal Division only, could use representations of the new badge in its literature, but the Association, which represented deputy sheriffs in all Divisions, could not.

The hearing officer determined that the conduct of Onondaga violated subdivisions 1(a) and 1(d) of §209-a of the Taylor Law, but not subdivisions 1(b) and 1(c). This matter now comes to us on the exceptions of the Association to the hearing officer's decision. Onondaga filed no exceptions.

In support of its exceptions, the Association argues that the hearing officer erred in that he did not find the issuance of a unique badge to be a mandatory subject of negotiation and Onondaga's conduct to be violative of subdivisions 1(b) and 1(c) of §209-a of the Taylor Law. It further argues that the hearing officer erred in that he failed to order Onondaga either to withdraw the new badges or, alternatively, issue the new badges to all deputy sheriffs and to permit it to use representations of the new badge.

The exceptions also complain that the remedy offered by the hearing officer was inadequate in that it did not require Onondaga to rescind its directive holding deputy sheriffs responsible for the loss, theft or damage of one of the new badges. This part of the exceptions is based upon a mistake in the reading of the hearing officer's proposed order. He specifically ordered Onondaga to "rescind and cease enforcement of those sections of General Department Order No. G-D-1002-80 which is the subject of the charge in U-4719."
DISCUSSION

We affirm the determination of the hearing officer that the issuance of the unique badge to deputy sheriffs in the Criminal Division was not a mandatory subject of negotiation. The Association would have us treat the badge as a uniform. As such, according to the Association, it is a mandatory subject of negotiation because the wearer's physical comfort is affected by properties of the uniform, such as whether it is heavy or light in weight, light or dark in color, or tight or loose in fit. The record does not indicate that any of these attributes of a uniform is applicable to the badge. Thus, the hearing officer properly balanced the employees' interest in the style and appearance of the badge against the interest of Onondaga in establishing a unique identification for employees exercising police functions and he correctly determined the latter to be greater.

We also affirm the determination of the hearing officer that Onondaga's conduct did not violate subdivision 1(b) of §209-a. The Association asserts that the issuance of the special badge to deputies had the effect of interfering with its internal affairs by giving such deputies a distinct identity. According to the Association, this weakens the community of interest among all deputy sheriffs and will diminish the public's perception of it as the representative of all deputies. The hearing officer correctly sees those concerns as beyond the purview of §209-a.1(b) of the Taylor Law. That prohibition is directed to conduct by a public employer which would compromise the independence of an employee organization that represents or seeks to represent its employees.
We affirm the determination of the hearing officer that Onondaga's conduct was not violative of subdivision 1(c) of §209-a of the Taylor Law. The Association asserts that the issuance of a new badge for deputy sheriffs in the Criminal Division, but not to other deputy sheriffs, was discriminatory conduct and, therefore, a violation of §209-a.1(c). In rejecting this argument, the hearing officer noted that an essential element of improper discrimination is that its purpose is to deprive employees of their right of organization. On the evidence before him, he properly determined that the issuance of the badge "was neither designed nor had the effect of encouraging or discouraging the exercise by employees of rights protected by the Act...."

Even though Onondaga's conduct did not violate subdivisions (b) and (c) of §209-a.1 of the Taylor Law, the Association's exceptions directed to the Order proposed by the hearing officer raise a legitimate concern. That Order must remedy the violations of subsections 1(a) and (d) of §209-a of the Taylor Law, which the hearing officer found to have occurred. The hearing officer stated that he would have ordered that the new badge not be used, but for the fact that the old badges were no longer available. In its exceptions, the Association argues that Onondaga should be required, in the alternative, to withdraw the new badges or to issue them to all deputy sheriffs. We agree. The use of a unique badge for deputy sheriffs in the Criminal Division only is the fruit of

2 No exceptions to the decision were filed by Onondaga. Accordingly, we do not deal with the merits of these aspects of the hearing officer's decision, nor do we approve or disapprove any part of his extensive analysis as to them by reason of our issuance of a remedial order.
improper negotiation between the District and COPS and should not be permitted. We, therefore, amend the proposed order of the hearing officer accordingly.

NOW, THEREFORE, WE ORDER that the County of Onondaga and County of Onondaga Sheriff:

1. Rescind and cease enforcement of those sections of General Departmental Order Number G-D-1002-80 which are the subject of the charge in U-4719.

2. Refund any monies received from any unit employee assessed against him as a charge for the cost of repair or replacement of the badge and any money paid as a penalty for same, with interest on this amount at the rate of three (3) percent per annum calculated from the date of payment and discontinue any pending actions seeking payment of any monies either compensatory or punitive.

3. Withdraw from service the special badge issued to deputy sheriffs in the Criminal Division, or in the alternative, issue such badge to all deputy sheriffs.

4. Cease and desist from interfering with, restraining, or coercing employees in the exercise of their rights under the Act, including the right to select a negotiating agent of their choice.

5. Negotiate in good faith with the Deputy Sheriff's Benevolent Association of Onondaga County, Inc., as required by the Act.

6. Post notice in the form attached in each location on its premises upon which notices of information to unit personnel are
ordinarily posted.

DATED: Albany, New York
April 10, 1981

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
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: the County of Onondaga and County of Onondaga Sheriff will:

1. Rescind and cease enforcement of those sections of General Departmental Order Number G-D-1002-80 which are the subject of the improper practice charge in Case U-4719.

2. Refund any monies received from any unit employee assessed against him as a charge for the cost of repair or replacement of the badge and any money paid as a penalty for same, with interest on this amount at the rate of three (3) percent per annum calculated from the date of payment and discontinue any pending actions seeking payment of any monies either compensatory or punitive.

3. Withdraw from service the special badge issued to deputy sheriffs in the Criminal Division, or in the alternative, issue such badge to all deputy sheriffs.

4. Not interfere with, restrain, or coerce employees in the exercise of their rights under the Act, including the right to select a negotiating agent of their choice.

5. Negotiate in good faith with the Deputy Sheriff's Benevolent Association of Onondaga County, Inc., as required by the Act.

County of Onondaga and County of Onondaga

Employer Sheriff

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.
This matter comes to us on the exceptions of the Garrison Educators Association, Gary Chadwick, JoAnne Chadwick, Antoinette O'Conner, Mary Schlich and Tina Gilsenan, charging parties herein, to the decision of a hearing officer dismissing certain specifications of its charge against the Garrison Union Free School District (District).¹ In support of its exceptions, it argues that

¹ The charge alleged violations of §209-a.1(a), (b) and (c) by the Garrison Union Free School District and specified many instances of improper conduct by it. Some of the specifications of the charge, i.e., violations of §209-a.1(a) and (c) were found by the hearing officer to be meritorious. The District filed no exceptions to any of these findings. The charging parties filed exceptions to some, but not to all of the findings of the hearing officer that specifications of the charge were without merit. We deal only with those findings of the hearing officer that were challenged by charging parties' specification.
the hearing officer erred in dismissing the specifications of its charge that the District:

"made unsubstantiated charges against Gary Chadwick, the GEA president, in a letter written on February 7, 1979; caused disciplinary charges to be brought against Chadwick pursuant to §3020-a of the Education Law; and reduced his teaching position by 20%.

"reduced by 20% the teaching position of JoAnne Chadwick, the wife of Gary Chadwick, and GEA treasurer." and

"eliminated the position of Tina Gilsenan, an office aide."

Regarding the first of these specifications, the evidence shows that District Superintendent Mazzullo wrote to Gary Chadwick on February 7, 1979, reprimanding him for his past conduct. The most serious infraction referred to in the letter was the striking of a child on February 2, 1979. Mr. Chadwick was instructed "to cease and desist from any further acts of physical outbursts toward any of the Garrison school children." He was told, "if this order is not complied with, [Mazzullo] shall be forced to proceed with the Board of Education in formulating charges against you." Thereafter, Mazzullo brought disciplinary charges against Mr. Chadwick even though there were no incidents involving further infractions by him. Neither, however, were there any intervening incidents involving activism by Mr. Chadwick on behalf of the Garrison Educators Association (Association) which might suggest a change in Mazzullo's position because Mr. Chadwick had engaged in protected activities. The one intervening event was a meeting.
between the parents of the child who had been struck and the Board of Education. The hearing officer determined that it was pressure generated by the child's parents, rather than Mr. Chadwick's activities on behalf of the Association which occasioned the institution of the disciplinary charge.

Regarding the specification that the reduction in the teaching hours of JoAnne Chadwick and Gary Chadwick was in retaliation for their activities on behalf of the Association, the record shows that Mazzullo was reorganizing the teaching programs of the District by cutting costs, particularly those involving special programs. Gary Chadwick taught physical education and JoAnne Chadwick taught music. Both their hours were cut 20%. Other Association members who were affected by the reorganization were Schlich, a nurse who was found to be discriminated against by the hearing officer, and Kulosa, a Spanish teacher whose position was eliminated. The record does not indicate whether D'Acquino, a music teacher, belonged to the Association. His position, too, was eliminated, but Mazzullo later tried to locate him to offer him a reappointment. The record shows that six members of the Garrison Teachers Association (GTA) were also affected by the reorganization: Schneiderman, an art teacher who was on leave at the time; O'Dell, a librarian whose hours were restored; Ross, who was reassigned but did not lose time; Butcher, who was denied tenure but who was restored to work pursuant to an arbitration award; and Kiehling, an enrichment teacher who lost her position.
The reorganization was justified in part by financial savings it afforded the District and in part by a change in educational priorities that it reflected. The charging party argues that these justifications were only a pretext for anti-Association action as evidenced by the record evidence which indicates that the District was in a strong financial position.

On these facts, the hearing officer was persuaded by Mazzullo that his reason for reorganizing the School District was to emphasize certain educational programs over others and to hold down educational costs by curtailing programs of lower priorities even where such action was not required by the financial situation of the District. While indicating that Association members were affected by the reorganization more adversely than GTA members, he noted that both groups were affected adversely and he concluded that the reorganization was not improperly motivated.

With respect to the elimination of the position of Gilsenan, the record shows that her position was upgraded and that she lacked the stenographic and typing skills to fill the new position. After she was dismissed, she indicated her willingness to study to improve those skills. Gilsenan, whose position was not in the unit which the Association was seeking to represent, was friendly with the Association members. She indicated that she was criticized for this friendship, but Mazzullo explained that what she took for criticism was advice not to take sides in the contest between the Association and GTA. The hearing officer
determined that Gilsenan was dismissed because she lacked the
skills to perform her position as restructured and not because of
her friendship with Association members.

Having reviewed the record, we find that the evidence sup­
ports the hearing officer's findings of fact. While a different
inference may be drawn from the evidence as to the specification
that teaching hours of JoAnne and Gary Chadwick were reduced be­
cause of their activities on behalf of the Association, we find
that the hearing officer's conclusion of fact was reasonable and
we affirm it. There is clear evidence in support of the hearing
officer's determination regarding the other two conclusions of
fact and we affirm them.

NOW, THEREFORE, WE ORDER that the exceptions herein be, and
they hereby are, dismissed.

DATED, Albany, New York
April 10, 1981

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
On October 7, 1980, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Amalgamated Transit Union, Local 582, (ATU, Local 582) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Utica Transit Authority (Authority) for part of a day on August 18, 1980.

The charge further alleged that out of a negotiating unit of approximately 59 public employees 48 participated in the strike.

The ATU, Local 582 filed an answer but thereafter agreed to withdraw it, thus admitting to all of the allegations of the charge upon the understanding that the charging party would recommend, and this Board would accept, a penalty of forfeiture of its deduction privileges for a period of three months. The charging party has recommended a suspension of deduction privileges to the extent indicated.

On the basis of the unanswered charge, we find that the ATU, Local 582 violated CSL §210.1 in that it engaged in a strike as charged, and we determine that the recommended penalty is
WE ORDER that the deduction privileges of the Amalgamated Transit Union, Local 582, be suspended commencing as soon as practicable and continue for such a period as would be required to deduct an amount equal to the dues and agency shop fee deduction, if any, which would be deducted during a period of three months. Thereafter, no dues and agency shop fees shall be deducted on its behalf by the Utica Transit Authority until the Amalgamated Transit Union, Local 582, affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

DATED: Albany, New York
April 9, 1981

HAROLD R. NEWMAN, Chairman

IDA KLAUS, Member

DAVID C. RANDLES, Member
On September 30, 1980, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Greenwood Lake Teachers Association (Association) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Greenwood Lake Union Free School District (District) on June 19, 1980. The charge further alleged that approximately 38 teachers out of a negotiating unit of 40 participated in the strike.

On September 30, 1980, Counsel also filed a charge which, as amended, alleged that the Association had similarly violated CSL §210.1 when on June 19, 1980, approximately 18 non-instructional employees out of a unit of 25, which the Association represented, participated in a strike against the District. The two charges and the allegations contained therein were, by stipulation of the parties, consolidated for purposes of disposition.
The Association filed answers but thereafter agreed to withdraw them, thus admitting the factual allegations of the consolidated charges, upon the understanding that the charging party would recommend and this Board would accept a penalty of loss of the Association's right to have dues and agency shop fees deducted for a period of three months. The charging party has so recommended.

On the basis of the unanswered charges, we find that the Association violated CSL §210.1 in that it engaged in a strike as charged and we determine that the recommended penalty is a reasonable one and will effectuate the policies of the Act.

WE ORDER that the deduction privileges afforded the Greenwood Lake Teachers Association under CSL §208 be suspended for a period of three months, commencing on the first practicable date. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the Greenwood Lake Union Free School District until the Greenwood Lake Teachers Association affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

DATED: Albany, New York
April 9, 1981

[Signature]
Harold R. Newman, Chairman

[Signature]
Ida Klaus, Member

[Signature]
David C. Randles, Member
In the Matter of
OLEAN CITY SCHOOL DISTRICT,
Employer,
-and-
OLEAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, NYEA/NEA
Petitioner,
-and-
OLEAN SCHOOL DISTRICT UNIT, CSEA, 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 repre­
sentative has been selected,

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

IT IS HEREBY CERTIFIED that Olean Educational Support
Personnel Association, NYEA/NEA

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

Unit: Included: See Attached

Excluded: See Attached

Further, IT IS ORDERED that the above named public employer
shall negotiate collectively with Olean Educational Support
Personnel Association, NYEA/NEA

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 10th day of April, 1981
Albany, New York

Harold R. Newman, Chairman

Ida Miezis, Member

David C. Randles, Member
Included: All employees of the District in the classified (except the exempt) classifications of the civil service.

Excluded: (1) All employees in the negotiating unit currently represented by the Olean Teachers Association;

(2) all certified personnel and all classified civil service supervisory, administrative, and managerial employees; and

(3) all employees in confidential positions (by whatever civil service title known) including
   (i) secretary to the Superintendent
   (ii) secretary to the Assistant Superintendent
   (iii) secretary to the Business Manager-Clerk
   (iv) treasurer, and
   (v) employees in the office of the Board except the stenographer and account clerk/typist.
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 Truck Drivers and Helpers Local 649, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All employees of the Highway Department.

Excluded: Superintendent of Highways and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Truck Drivers and Helpers Local 649, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 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 10th day of April, 1981

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member