State of New York Public Employment Relations Board Decisions from July 27, 1983

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
ELLENVILLE CENTRAL SCHOOL DISTRICT

Upon the Application for Designation
of Persons as Managerial or Confidential.

In the Matter of
ELLENVILLE CENTRAL SCHOOL DISTRICT,
Employer,

-and-

ELLENVILLE ADMINISTRATORS AND
SUPERVISORS ASSOCIATION,
Petitioner.

PLUNKETT & JAFFE, P.C. (ROCHELLE J. AUSLANDER,
ESQ., of Counsel), for Ellenville Central
School District

HINMAN, STRAUB, PIGORS & MANNING, P.C.
(WILLIAM F. SHEEHAN, ESQ., of Counsel),
for Ellenville Administrators and Supervisors
Association

BOARD DECISION AND ORDER

These matters come to us on the exceptions filed by
both the Ellenville Central School District (District) and
the Ellenville Administrators and Supervisors Association
(Association) to the decision of the Director of Public
Employment Practices and Representation (Director) in related representation and managerial/confidential proceedings. The Association filed its petition in Case No. C-2510 seeking to represent a unit comprised of principals, assistant principals, supervisors and directors. Thereafter the District filed an application (Case No. E-0894) to designate the principals, as well as the business manager and assistant superintendent, as managerial.

A consolidated hearing was held. The Association did not object to the designation of the business manager and assistant superintendent as managerial, but contested the designation of the principals. The District objected to the inclusion of the principals in the proposed unit because of their supervisory role in relation to subordinate administrators. There are only three principals serving in the system: secondary principal (10-12), secondary principal (7-9), and elementary principal.

In his decision in Case No. E-0894, the Director designated Milton Lachterman (the elementary school principal) and Joseph Wolfe (the secondary school principal (7-9)) as managerial. He rejected the application as to the third principal. As to Case No. C-2510, the Director found that all administrators shared a community of
interest warranting a unit consisting of "secondary principal (10-12), secondary principal (7-9), assistant principal (10-12), elementary principal, assistant principal (elementary), language arts supervisor (K-12) and director of physical education and athletics (K-12)."

The Association has filed exceptions which deal solely with that part of the Director's decision which designates Lachterman and Wolfe as managerial. In its exceptions the District objects to the inclusion of the positions of secondary principal (7-9) and elementary principal in the description of the negotiating unit since the incumbents of those positions were simultaneously designated as managerial. It claims that this "inconsistency" will cause confusion. The District also states that the position of language arts supervisor has been abolished for the 1983-84 school year. It requests that the designation of the negotiating unit should therefore not include the positions of secondary principal (7-9), elementary principal and language arts supervisor. The briefs to us of both parties deal only with the issue of whether the two principals should be designated managerial.

**DISCUSSION**

The major issue presented in this case is whether the evidence of record justifies the finding that Lachterman and Wolfe "assist directly in the preparation for and
conduct of negotiations" (CSL §201.7(a)). The Director concluded that the record established that the two principals had a significant decision-making role in the preparation for and conduct of negotiations. The evidence shows that prior to negotiations with the teachers and noninstructional staff, Lachterman and Wolfe, at the request of the superintendent, prepared an analysis of the existing agreements and identified areas that needed to be changed. With respect to the teacher negotiations, the two principals, at the request of the superintendent, prepared written proposals to be submitted as District negotiation proposals. They participated in the discussion of their proposals at pre-negotiation meetings attended by the superintendent and the District's chief negotiator. Eight of fifteen noneconomic items proposed by the District at the negotiation table emanated from either Lachterman or Wolfe. Lachterman and Wolfe also attended many of the management team meetings during the course of negotiations at which they were informed as to the course of negotiations and were asked for advice with regard to such negotiations. In addition, during negotiations Lachterman and Wolfe attended at least one negotiating session each as part of a practice of having all administrators attend such negotiations on a rotating basis.

The Director found that by sharing in contract
analysis, being asked for and submitting contract proposals and being involved in discussions which aided in determining the priority of proposals, Lachterman and Wolfe assisted directly and significantly in negotiations as part of the decision-making process.

The Association argues that the evidence does not support the conclusion that the two principals played a significant role in the District's decision-making process. It urges that their participation is entirely consistent with their natural and common functions as principals and is simply an example of good management. It points out that the record shows that the two principals never attended meetings between the Board of Education and the superintendent and chief negotiator where negotiating decisions were made.

We agree with the Director's findings and conclusions and affirm his designation of Lachterman and Wolfe as managerial employees. The District did more than simply consult with them as to problems encountered under the then current contract or as to the feasibility of proposals. (See Copiague UFSD, 8 PERB ¶3095.) We would agree with the Association that such consultation would be consistent with the normal and common functions of principals and, standing alone, could not be the basis for a managerial designation. The evidence in this record, however, shows that these two principals had a direct and significant role
in the preparation for and conduct of negotiations as part of the District's decision-making process. We therefore reject the Association's exceptions.

We also do not agree with the District's assertion, in its exceptions, that the Director's inclusion in the negotiating unit of the position of principal held by Lachterman and Wolfe is inconsistent with their designation as managerial. It is true that ordinarily the position held by a person designated as managerial will not be included in a negotiating unit. That is so because in the usual situation the regular assignments and responsibilities of a position warrant the designation of the incumbent as managerial. In this case, however, the evidence does not support the conclusion that all principals of the District perform managerial functions. The negotiating responsibilities given to Lachterman and Wolfe are personal to them, are not shared by the third principal, and are not otherwise shown to be inherent in the job of principal in this District. We cannot assume from this record that the successors to Lachterman and Wolfe will have the same responsibilities as they have. In such a situation, we may designate the two individuals as managerial but, nonetheless, include their positions in the appropriate negotiating unit.

Accordingly, we conclude that although the present incumbents of the positions are managerial employees
subject to all of the provisions of the Act applicable to employees with such status, their positions may properly be included in the negotiating unit.

Inasmuch as the Association did not dispute the District's request that the position of language arts supervisor (K-12) should be excluded from the unit because the position was abolished for the 1983-84 school year, we will not include such position. Otherwise, we affirm the Director's unit determination in Case C-2510.

Accordingly, we affirm the decision of the Director in Case No. E-0894 and we designate Milton Lachterman and Joseph Wolfe as managerial employees of the Ellenville Central School District; and

We find the negotiating unit to be as follows:

Included: Secondary Principal (10-12), Secondary Principal (7-9), Assistant Principal (10-12), Elementary Principal, Assistant Principal (Elementary), Director of Physical Education and Athletics (K-12).

Excluded: All other employees.

IT IS ORDERED, THEREFORE, that an election by secret ballot be held under the supervision of the Director among the eligible public employees in the unit determined to be appropriate who were employed on the payroll date immediately preceding the date of this decision, unless the petitioner submits within fifteen days from the date of receipt of this decision evidence to satisfy the requirements of §209.9(g)(1) of the Rules.
IT IS FURTHER ORDERED that the employer shall submit to the Director and to the petitioner, within fifteen days of the date of receipt of this decision, an alphabetized list of all eligible public employees within the unit determined above to be appropriate who were employed on the payroll date immediately preceding the date of this decision.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ALBANY POLICE OFFICERS UNION,
LOCAL 2841, AFSCME, AFL-CIO,

Respondent,

-and-

CITY OF ALBANY,

Charging Party.

ROWLEY, FORREST & O'DONNELL, P.C., for Respondent
VINCENT J. McARDLE, JR., ESQ. (W. DENNIS DUGGAN,
ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the City of
Albany (City) to a hearing officer's decision which dismissed
its improper practice charges\(^1\) against the Albany Police
Officers Union, Local 2841, AFSCME, AFL-CIO (Union). The
charges initially objected to the negotiability of several

\(^1\)The Union represents two units. One charge (U-6677)
covers the patrol unit and the other (U-6678), covers the
supervisory unit. The demand in issue is common to both
units.
demands contained in the Union's petition for interest arbitration. After conferences, only one demand remained in issue. That demand states:

The Employer shall provide counsel at the option of the employee for the defense of all cases covered by 21.1.1 and for all cases where the employee is charged with a criminal offense arising out of actions taken in the performance of his duties or in the scope of his employment at no cost to the employee.

Should the Employer decline to defend because it has reasonably determined that the acts alleged of the employee were not in the performance of his duties or within the scope of his employment or constituted intentional misconduct or gross negligence then the employee may grieve the Employer's decision at the last step of the grievance procedure. While such grievance is pending the Employer shall continue the defense of the suit.

No contention is made by the City that the subject is not a term and condition of employment. The sole basis for the City's improper practice charge and its exceptions is its assertion that this demand cannot be submitted to arbitration because it violates public policy and is therefore a prohibited subject of negotiation. The hearing officer rejected the City's public policy argument and dismissed its charges.

The City argues that a public policy against indemnification by a public employer of legal expenses incurred by public employees in criminal matters is evidenced
by: (1) Public Officers' Law, Section 17 - applicable only to the State - which excludes legal defense indemnification for acts of recklessness and intentional wrongdoing; (2) Public Officers' Law, Section 18, which authorizes local governments to indemnify employees for litigation expenses in civil proceedings only and excludes indemnification for fines or punitive damages; and (3) various judicial decisions which hold that it is against public policy to impose punitive damages on State or local governments for unlawful conduct.

We affirm the decision of the hearing officer. We can discern no public policy which prohibits a public employer from negotiating, pursuant to the requirements of the Taylor Law, a contract right for legal defense expenses in a criminal proceeding arising out of actions taken in the performance of duties or in the scope of employment. The Court of Appeals has indicated that bargaining under the Taylor Law is limited only by "plain and clear prohibition found in statute or decisional law" or "by considerations of objectively demonstrable public policy . . . ." Matter of Union Free School District Number 2 of Cheektowaga v. Nyquist, 38 NY2d 137, 143 (1975). The statutes relied upon by the City do not prohibit the negotiation of the legal defense benefit proposed by the demand in question. We have
previously considered and found mandatorily negotiable this type of demand. 2/

The demand in question does not seek to absolve employees of responsibility for illegal conduct nor does it prohibit disciplinary action against them. It is limited to conduct rendered in the performance of their duties or in the scope of their employment. In our view, the City's argument is no more than a contention that a lack of statutory authority for the specific indemnification provision constitutes state public policy against such indemnification. This is simply a rewording of the long-rejected argument that a public employer cannot agree to a subject which is not specifically authorized by statute. See Board of Education, Town of Huntington v. Associated Teachers of Huntington, 30 NY2d 122 (1972); see also Council 82 v. County of Albany, 116 Misc.2d 766 (1982).

We conclude that the charge is without merit.

ACCORDINGLY, WE ORDER that the improper practice charges of the City of Albany be, and they hereby are, dismissed.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
These cases come to us on the exceptions of Fred Greenberg to the hearing officer's decision dismissing his several improper practice charges for failure to prosecute and/or abuse of process. This is the second time that his charges have been dismissed by a hearing officer for this reason (15 PERB ¶4507). We reversed the hearing officer on the first occasion, but questioned Greenberg's "apparent practice of last minute requests for adjournment". In particular, we found that his notice to the hearing officer on the day before a scheduled hearing that he had jury duty
service on that day "constitutes an abuse of our procedures that should not be further condoned" (15 PERB ¶3082, p. 3126). We directed that, upon remand, "the hearing officer will schedule hearing dates, after consultation with the parties or their attorneys, which will not be adjourned except for the most extraordinary circumstances" (at 3126).

In taking the action which we did, we were mindful of a series of incidents documented in our files of last minute requests for adjournments for various reasons including illness. Thus, our records show that a hearing on the charges filed in cases U-5155 and U-5362 was held on May 7, 1981. Thereafter, a hearing scheduled for June 5, 1981 was adjourned at Greenberg's request to August 10 and 11 and then those two hearings were adjourned because Greenberg's then attorney was unable to reach Greenberg. A hearing subsequently scheduled for October 14 and 15, 1981 was adjourned at Greenberg's request so that he could get a new counsel. Hearings scheduled for November 5 and 6, 1981 were adjourned after Greenberg advised the hearing officer on November 2, 1981 that he was ill and could not attend the hearings. Thereafter, the events occurred which are dealt with in our earlier decision in this matter.

The significant events leading to the hearing officer's dismissal of the charges are as follows: Subsequent to our
remand, five days of hearings were conducted between September 16, 1982 and January 28, 1983. During that period, a hearing scheduled for October 25, 1982 was adjourned because of Greenberg's claimed illness and a hearing scheduled for February 16, 1983 was adjourned because of Greenberg's attorney's claimed illness. After adjourning the hearing scheduled for February 16, 1983, the hearing officer scheduled hearings for March 15 and 16, 1983. Greenberg's attorney thereafter requested cancellation of the March 15 hearing because of a trial scheduled in Suffolk County Supreme Court on that date. The hearing officer denied such request unless proof was submitted that an application to adjourn the Suffolk County matter was denied. No such proof was submitted. At 10:00 a.m. on March 15 Mr. Greenberg appeared and his attorney called shortly thereafter to say that she would try to be at the hearing by 12:30 p.m. The hearing officer told Greenberg and the District's attorney, who was present, to return at that time. Greenberg's attorney notified the hearing officer at about 12:30 p.m. that she would be present at about 2:00 p.m., and she appeared at that time. Mr. Greenberg, however, failed to appear at the PERB office either at 12:30 or at 2:00. Thereafter he called his attorney while everyone was waiting at the PERB office and informed her that he had become ill, had taken the subway to his doctor in Brooklyn and was told...
by the doctor that he needed four days bed rest. He would thus be unavailable for both the scheduled March 15 and March 16 hearings. The hearing officer thereupon dismissed the charges.

In his exceptions, Greenberg argues that the circumstances do not warrant a dismissal. He states that he left the Board's offices on March 15 feeling ill, went to his attorney's mid-town office, then boarded the subway intending to return to PERB's offices but because he was feeling so ill he proceeded to his doctor in Brooklyn.

We affirm the hearing officer and dismiss all of the charges. It is our view that Mr. Greenberg's conduct throughout these proceedings evidences contempt for and abuse of this Board's processes. In particular, the events that took place on March 15, 1983 cannot be condoned. The doctor's note does not justify Greenberg's failure under the circumstances to appear at the adjourned time of the hearing. His own account of his actions that day indicates that he had no compelling reason not to return to our offices and make an appropriate motion for adjournment. His admitted conduct cannot be countenanced and should no longer be tolerated.

On the basis of the entire history of this proceeding, and on the particular events of March 15, 1983, we affirm the hearing officer and we order that all of the charges in these cases
be, and they hereby are, dismissed.

DATED: July 28, 1983  
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
COUNTY OF GENESEE & SHERIFF OF GENESEE COUNTY,
Employer.

-and-
GENESEE COUNTY DEPUTY SHERIFFS' ASSOCIATION,
Petitioner.

-and-
GENESEE COUNTY DEPUTY SHERIFFS' ASSOCIATION AND POLICE UNION LOCAL 2937, COUNCIL 82, AFSCME,
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 the Genesee County Deputy Sheriffs' Association 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 probationary, provisional and permanent (full-time and part-time) employees in the following titles: Civil Officer, Chief Deputy, Senior Investigator, Investigator, Youth Officer, Sergeant, Deputy Sheriff, Senior Civil Officer, Dispatcher, Cook, Matron and Jailor.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Genesee County Deputy Sheriffs' Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF EAST FISHKILL,
Employer,

-and-

NEW YORK STATE FEDERATION OF POLICE,
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 the New York State Federation of Police, Inc. 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 part-time and full-time police officers holding the rank of patrolman, sergeant, investigator, detective and detective sergeant.

Excluded: All others.
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the New York State Federation of Police, Inc. and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ROSLYN WATER DISTRICT,

Employer,

-and-

LOCAL 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

Petitioner,

-and-

LOCAL 830, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME AFL-CIO,

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 Local 830, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO 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: Water Servicer, Maintenance Foreman, Meter Reader, Water Plant Operator, Laborer, Water Meter Servicer, Maintainer and Water Service Trainee

Excluded: Superintendent, office personnel, Office Manager and Water Service Foreman

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 830, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
GREECE CENTRAL SCHOOL DISTRICT,
Employer.

-and-

GREECE UNITED SUBSTITUTE TEACHERS ORGANIZATION,
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 the Greece United Substitute Teachers Organization 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 per diem substitute teachers who, in the immediate preceding school year, have received and responded affirmatively to the letters of reasonable assurance issued by the District.
Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Greece United Substitute Teachers Organization and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
In the Matter of
POWER AUTHORITY OF STATE OF NEW YORK,
 Employer.
-and-
NUCLEAR SECURITY OFFICERS BENEVOLENT ASSOCIATION,
 Petitioner.
-and-
LOCAL 1-2, UTILITY WORKERS OF AMERICA,
AFL-CIO,
 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 the Nuclear Security Officers Benevolent Association 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 nuclear security employees of The New York State Power Authority at the Indian Point 3 Plant in the position titles of Nuclear Security Guard (Armed) and Nuclear Security Guard (Unarmed).

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Nuclear Security Officers Benevolent Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF BEEKMAN,
Employer.

-and-

LOCAL 456, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA,

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 Local 456, 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: truck drivers, mechanics, working foreman and all other related blue collar positions in the highway department (Motor Equipment Operator, Heavy Motor Equipment Operator).

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 456, 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 of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: July 27, 1983
New York, New York

[Signatures]

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