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Contract Database Metadata Elements

Title: New York, State of and Security Unit, Council 82, AFSCME, AFL-CIO (1988)

Employer Name: New York, State of

Union: Security Unit, Council 82, AFSCME, AFL-CIO

Local:

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AGREEMENT

AGREEMENT, made this 3rd day of Feb. 89 between the Executive Branch of the State of New York (the "Employer") and Security Unit Council 82, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union").

WITNESSETH

WHEREAS, the Employer and the Union have entered into agreements for the Security Services and Security Supervisors Units for the period commencing April 1, 1988 and terminating March 31, 1991 (the "agreements") and,

WHEREAS, the agreements provide at Article 7.2 (b)(2), that the Employer and the Union shall "...continue the procedure for the arbitration process which is now in existence..." with respect to the resolution of grievances as defined by Article 7.1(a) of the agreements and,

WHEREAS, the agreements provide at Article 8.2(f) that the Employer and the Union shall "...continue the procedure for the arbitration process which is now in existence..." with respect to the resolution of disciplinary grievances as defined by Article 8.2 of the agreements and,

NOW THEREFORE, the parties do hereby agree as follows:

1. The selection and appointment of an arbitrator for the purposes of the resolution of a grievance pursuant to Article 7.2(b) of the agreements shall be made as follows:
(a) Within 7 days of receipt of a request for arbitration from the Union, the Governor's Office of Employee Relations (GOER) will either request the New York State Public Employment Relations Board (PERB) to appoint an arbitrator according to the agreed upon selection process or notify the Union that further review is required before the request for arbitration is processed.

(b) Within 14 days of receipt of a copy of the request for arbitration from GOER, PERB will, on a rotating basis, assign the case to the next arbitrator available from the previously agreed upon list. Order of initial assignment to the list will be determined by lot.

(c) If the person so named declines, or is unable to accept this appointment, PERB will assign the case to the next available arbitrator until an appointment is made and accepted pursuant to the process described above. It is understood that PERB has authority to decide subsequent assignment questions arising under this section.

2. The selection and appointment of an arbitrator for the purposes of the resolution of a disciplinary grievance pursuant to Article 8.2 of the agreements shall be made as follows:

a. Within 7 days of receipt of a request for arbitration, PERB will submit an identical list of five names to each of the parties. Each party can strike no more than two names from the list and then indicate a preference among those names remaining by ranking them 1, 2 and 3. Following response to PERB, an arbitrator will be assigned. The arbitrator
assigned will be the one receiving the lowest joint ranking. In the event of a tie, PERB breaks the tie.

b. Each party shall have ten days from date of the letter containing the panel list in which to select, rank and return their selections to the Director of Conciliation. Upon the failure or refusal of one party to participate in the selection process, all the names on the list shall be deemed acceptable to it.

c. PERB shall immediately appoint the selected arbitrator and refer the dispute to the selected arbitrator.

d. If the person so named declines, or is unable to accept this appointment, PERB will assign the case to the next jointly ranked arbitrator until an appointment is made and accepted pursuant to the process described above. It is understood that PERB has authority to decide subsequent assignment questions under this section.

3. PERB will canvass arbitrators for willingness to accept these assignments. The attached agreement will be used to determine that willingness.

4. There will be no administrative costs assessed by PERB to the parties for this service.

5. This agreement shall be effective as of the date shown below, and shall continue in full force and effect through March 31, 1991. Any modifications made in the existing procedure are subject to PERB acceptance if such modifications affect PERB administration procedures. The parties may mutually agree to terminate this agreement and the procedures herein.
The Executive Branch of
the State of New York

Elizabeth D. Moore
Director
Governor's Office of
Employee Relations

2/7/89
Date

Security Unit Employees
Council 82, American Federation
State, County and Municipal
Employees, AFL-CIO

Richard J. Bischert
Executive Director
Council 82, AFSCME, AFL-CIO

2-3-89
Date

ACCEPTED:

Owen J. Kelly
New York State Public
Employment Relations Board

5-8-89
Date

12/88