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4-1-1974

State of New York Public Employment Relations Board Decisions from April 1, 1974

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from April 1, 1974

Keywords

NY, NYS, New York State, PERB, Public Employee Relations Board, board decisions, labor disputes, labor relations

Comments

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#2A-4/1/74

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of UTILITY WORKERS OF AMERICA, AFL-CIO, LOCAL 393, Upon the Charge of Violation of Section 210.1 of the Civil Service Law.	BOARD DECISION AND ORDER Case No. D-0085

On November 19, 1973, Martin L. Barr, Counsel to this Board, issued a charge alleging that Local 393, Utility Workers of America, AFL-CIO violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Suffolk County Water Authority on September 25, 1973. An answer was filed by the respondent containing a general denial and contesting our jurisdiction over the charge on the ground that Civil Service Law Article 14 does not apply to employees of the Suffolk County Water Authority.

FACTS

Subsequently, a stipulation was entered into between Mr. Barr and the respondent. On the basis of that stipulation, we determine the material facts to be that:

1. On September 24, 1973, respondent's officers notified its members to withhold their services from the Suffolk County Water Authority during the afternoon of September 25, 1973.
2. On the afternoon of September 25, 1973, approximately 285 employees of the Suffolk County Water Authority withheld their services from the Authority for a period of four hours, such action constituting a strike that was called by responsible officers of respondent.
3. The Suffolk County Water Authority is a public benefit corporation that operates pursuant to the provisions of Public Authorities Law Article 5, Title IV.

4. The Suffolk County Water Authority has chosen to be a participating employer in the New York State Employees' Retirement System and the New York State Employees' Health Insurance Program.
5. The employees of the Suffolk County Water Authority are not subject to the State or any local Civil Service Commission or their rules and regulations.

POSITION OF PARTIES

It is the position of respondent that the employees of the Suffolk County Water Authority are not subject to Article 14 of the Civil Service Law and, therefore, the work stoppage was not unlawful and this Board has no jurisdiction to impose penalties upon it. In support of this position, respondent argues that the Suffolk County Water Authority is an employer within the meaning of the State Labor Relations Act (Labor Law, Article 20), which, by Labor Law §713, expressly preserves the right of its employees to strike.

The position of Mr. Barr is that employees of the Suffolk County Water Authority are public employees who are subject to the provisions of the Taylor Law.

Both parties submitted briefs in support of their respective positions. They were also offered an opportunity to present oral argument, but declined to do so.

DISCUSSION

We determine that the Suffolk County Water Authority is a public employer as defined by CSL §201.6 and that its employees are prohibited from striking by CSL §210.1. Arguing that the Suffolk County Water Authority is covered by the State Labor Relations Act, rather than by the Taylor Law, respondent relies upon the decision of the Appellate Division, Third Department in Erie County Water Authority v. Kraemer, 4 AD 2d 545 (1957), aff'd 5 N.Y. 2d 954 (1959). At one time, the Public Authorities Law had specifically provided

that the Erie County Water Authority "shall be deemed an employer within the meaning of the State Labor Relations Law". The above-quoted language was deleted from §1059 of the Public Authorities Law by Chapter 1082 of the Laws of 1971. That law was passed at the request of this Board and the memorandum submitted by us to the legislature in support of it constitutes the bill's only recorded legislative history.[1] The explanation given to the legislature for the bill was that the SLRA coverage of the Erie County Water Authority antedated passage of the Taylor Law and that employees of the Water Authority should now be treated in the same manner as employees of all other government agencies. The legislature apparently accepted this argument when it enacted the amendment. Unlike the Erie County Water Authority, the Monroe Water Authority, the Onondaga County Water Authority and the Great Neck Water Authority, all of which had been under the jurisdiction of the State Labor Relations Act prior to the enactment of Chapter 1082 of the Laws of 1971, the Suffolk County Water Authority was never under the jurisdiction of that agency.

A second argument urged by respondent in support of the proposition that the Suffolk County Water Authority is not subject to the Taylor Law derives from the reasoning of the Appellate Division, Third Department in Graves v. East Hudson Parkway Authority, 43 AD 2d 607 (1973). This reliance is misplaced. While the court agreed with appellants in that case that the East Hudson Parkway Authority is not a state agency, it found that the legislature had, nevertheless, conferred jurisdiction on the Court of Claims to hear and determine the claims against that public authority. Such is the situation in the instant case. The Suffolk County Water Authority may not be an agency of the State, but it is a public benefit corporation and, by the explicit terms

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1 See the New York State Legislative Annual, 1971 pp 60-61.

of CSL §201.6(a) it and its employees are subject to the Taylor Law (CSL §201.7(a)).

A third argument advanced by respondent is that the Taylor Law is inapplicable to it by virtue of the fact that it is located within the Civil Service Law and they are not otherwise subject to the provisions of that Law. Relying in part upon Goldstein v. Lang, 16 N.Y. 2d 35 (1965), the Administrative Board of the Judicial Conference has also contested the jurisdiction of PERB over it on the ground that, in general, the Civil Service Law was inapplicable to the judiciary. This proposition was rejected by the Court of Appeals (McCoy v. PERB, 28 N.Y. 2d 290 [1971]). The jurisdiction of the Taylor Law extends beyond that of other parts of the Civil Service Law. The statutory terms of employment of teachers are generally prescribed by the Education Law, but teachers, too, are subject to the provisions of the Taylor Law.

The final argument of respondent is that it would be violative of the equal protection clause of the Constitution if the provisions of the Taylor Law prohibiting strikes were to apply to the employees of the Suffolk County Water Authority, while other provisions of the Civil Service Law that would extend benefits to them are inapplicable. Although resolution of this constitutional question is beyond our jurisdiction, we, nevertheless, note that the Taylor Law itself extends significant benefits to employees who are subject to it, including the right of organization (CSL §202) and the right of representation in collective negotiations (CSL §203).

For all these reasons, we reject respondent's position.

PENALTY

Mr. Barr and respondent jointly agreed that if PERB has jurisdiction over the Suffolk County Water Authority and its employees, they would recommend a forfeiture of the rights of respondent to membership dues deduction for a period of twelve (12) weekly pay periods as a reasonable penalty for its participation in the strike. We accept that recommendation.

NOW, THEREFORE, WE ORDER that the dues deduction privileges of LOCAL 393, UTILITY WORKERS OF AMERICA, AFL-CIO be suspended for a period of twelve (12) pay periods commencing on the first practicable date; provided, however, that until LOCAL 393, UTILITY WORKERS OF AMERICA, AFL-CIO affirms that it no longer asserts the right to strike against any government, no dues shall be deducted on its behalf by the Suffolk County Water Authority.

Dated: Albany, New York
April 1, 1974

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

#2B-4/1/74

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

HEMPSTEAD SCHOOLS ASSOCIATION OF ADMINISTRATORS, Charging Party, - and - HEMPSTEAD PUBLIC SCHOOLS, UNION FREE SCHOOL DISTRICT No. 1, Respondent.	BOARD DECISION AND ORDER. Case No. U-0852

This case comes to us on exceptions filed by Hempstead Public Schools, UFSD No. 1 (respondent) to a decision of the hearing officer that was issued on February 1, 1974 which found that respondent had violated CSL §209-a.1(d) in that it had refused to negotiate with the Hempstead Schools Association of Administrators (charging party) over the terms and conditions of employment of building principals.

FACTS

The charging party had been recognized by respondent as exclusive representative of a negotiating unit composed of administrative employees, including building principals, on June 27, 1968. Since June 30, 1970 respondent has not negotiated with the charging party and there is no agreement between the parties.

On November 26, 1971, respondent filed an application pursuant to §201.10 of the Rules of this Board seeking to designate its building principals as managerial under CSL §201.7(a). That application was rejected by this Board (In the Matter of Hempstead Public Schools, 6 PERB 3002 [1973]). The decision of this Board was unanimously affirmed by the Appellate Division, Second Department (Board of Education, UFSD #1, Hempstead v. Helsby, 42 A.D. 2d 1056, 6 PERB 7017), which nevertheless granted permission to respondent to appeal to the Court of Appeals. Respondent has continued to refuse to negotiate with the charging party regarding building principals at all times material herein.

DISCUSSION

Respondent advances three arguments in support of its exceptions. First, it asserts that having recognized the charging party voluntarily it was free to withdraw that recognition on its own and that it did so. The argument continues that the charging party no longer being recognized, enjoys no right to represent the building principals in negotiations. We reject this argument. A recognition properly granted by an employer may not be withdrawn at the whim of the employer, but may only be withdrawn if the employer at an appropriate time has objective evidenc e that the employee organization no longer represents an appropriate unit or enjoys majority status, or if the employer invokes the processes of this Board by way of petition for decertification or certification. Both of these alternatives are subject to the provisions of Section 208.2 of the Act and the Rules of this Board. The record herein does not indicate that representation status was properly withdrawn from the charging party.

Respondent's second argument is that the status of the charging party as negotiating representative of building principals terminated by virtue of its application to this Board for the designation of building principals as managerial. We reject this argument. It is not the application of the employer that terminates the coverage by the Taylor Law of employees or the status of the organization that represents such employees. Rather, it is the determination by this Board on that application and even then, such status may not be terminated immediately but only becomes effective upon the termination of the period of unchallenged representation (CSL§201.7(a)). Respondent argues that because it is now seeking a reversal of our decision rejecting managerial status for building principals, its obligation to negotiate with the charging party on behalf of the building principals is somehow not applicable. In effect, it asserts that

it has an automatic stay by reason of the fact that it has appealed from the PERB decision. No such automatic stay is provided and no actual stay has been sought from or granted by the courts.

Accordingly, we affirm the decision of the hearing officer and find that the employer has unlawfully refused to negotiate for a period of time from June 30, 1970 to the present.

THEREFORE, WE ORDER that the respondent cease and desist from refusing to negotiate and that, upon request, it forthwith negotiate in good faith with the charging party regarding building principals, as well as the other job titles in the unit at issue herein, such negotiations to include, if the Association so demands, the time span in which it was in violation of its obligation to negotiate in good faith; and it is further

ORDERED that respondent conspicuously post an appropriate notice, which is supplied herewith, at locations ordinarily used by it to communicate to employees within the unit.

Dated: Albany, New York
April 1, 1974

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

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, upon request, forthwith negotiate in good faith with the Hempstead Schools Association of Administrators for the negotiating unit composed of administrative employees including building principals for which it was recognized on June 27, 1968, for a period including the time span from June 30, 1970 to the present.

HEMPSTEAD PUBLIC SCHOOLS, UNION FREE SCHOOL DISTRICT No. 1

.....
Employer

Dated April 1, 1974

By.....
(Representative) (Title)

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

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of ALBANY HOUSING AUTHORITY, Petitioner-Employer,	2C-4/1/74 CASE NO. C-1027

BOARD ORDER

On March 4, 1974, the Director of Public Employment Practices and Representation issued a decision in the above matter finding that the petition timely filed by the Albany Housing Authority (the employer) to decertify Local 200, Service Employees' International Union, AFL-CIO as negotiating representative should be granted for lack of opposition. No exceptions having been filed to the decision,

IT IS ORDERED that Local 200, Service Employees' International Union, AFL-CIO be and hereby is decertified as the negotiating representative of the following unit of employees of the employer:

Included: Maintenance laborers and maintenance mechanics

Excluded: Chief of maintenance, superintendents of maintenance, senior maintenance mechanics and all other employees.

Dated: Albany, New York
April 1, 1974

ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-4/1/74

In the Matter of

VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT,
Employer,
-and-
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Petitioner,
-and-
LOCAL 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,
Intervenor.

Case No. C-1032

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 100, SERVICE EMPLOYEES INTERNATIONAL UNION, 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 and part-time custodial and maintenance and grounds employees.

Excluded: The head custodian and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with LOCAL 100, SERVICE EMPLOYEES INTERNATIONAL UNION, 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 1st day of April, 19 74.

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

PERB 58 (2-68)

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	2E-4/1/74
NORTH BABYLON UNION FREE SCHOOL DISTRICT, Employer,	
-and-	
LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Petitioner,	Case No. C-1024
-and-	
SUFFOLK EDUCATIONAL 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 SUFFOLK EDUCATIONAL 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: Full Time: Bus Dispatcher, Custodians, Custodian Bus Drivers, School Bus Drivers, Maintenance Helpers, Groundsmen, Auto Mechanics, Motor Equipment Operator, Custodial Workers, Matrons. Part Time: School Bus Drivers, Custodial Workers, Watchmen.

Excluded: All others.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with SUFFOLK EDUCATIONAL 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 1st day of April, 19 74.

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

PERB 58 (2-68)

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NEW YORK STATE
PUBLIC EMPLOYMENT
RELATIONS BOARD

PERB News

#3B-4/1/74

ANNUAL REPORT EDITION

Enacted six years ago, the Taylor Law continues to govern public employment labor relations in New York State. The law remains essentially the same as when originally enacted. The following statistical data summarize the year's activity by the New York State Public Employment Relations Board and make comparisons with the past two years.

1971

NEGOTIATING EXPERIENCE

2,500 contracts
1,750 - 70% settled without third party assistance
755 - 30% brought to PERB for assistance

Of 755 brought to the Board

552 Schools
203 Other governments

Of 777 cases closed during 1971

About 50% (374) settled by mediation
About 50% (385) went to fact-finding

Of 385 cases going to fact-finding

23% Settled by mediation during fact-finding
30% Report accepted
47% Report modified before settlement

REPRESENTATION

143 Petitions received
21 Director's decisions
13 Board decisions
42 Board certifications
82 Petitions withdrawn
37 Elections involving 30,801 employees

IMPROPER PRACTICES

41 Cases pending at beginning of year
227 Charges filed
23 Board decisions
165 Charges settled by agreement
80 Cases pending at end of year

MANAGEMENT/CONFIDENTIAL (August-December (*))

150 Applications received
4 Director's decisions
1 Board decision
61 Withdrawn after conference
87 Cases pending at end of year

WORK STOPPAGES

19 Strikes by employees
32,900 Employees involved
136,300 Man-days idle
0.058% Percentage of Estimated Working Time
12 Board decisions on dues forfeiture

(*) Amendment effective middle of 1971

1972

NEGOTIATING EXPERIENCE

2,800 contracts
2,000 - 70% settled without third party assistance
839 - 30% brought to PERB for assistance

Of 839 brought to the Board

605 Schools
234 Other governments

Of 828 cases closed during 1972

About 42% (349) settled by mediation
About 57% (468) went to fact-finding

Of 468 cases going to fact-finding

36% Settled by mediation during fact-finding
25% Report accepted
39% Report modified before settlement

REPRESENTATION

145 Petitions received
15 Director's decisions
8 Board decisions
36 Board certifications
90 Petitions withdrawn
44 Elections involving 115,975 employees

IMPROPER PRACTICES

80 Cases pending at beginning of year
297 Charges filed
21 Board decisions
245 Charges settled by agreement
111 Cases pending at end of year

MANAGEMENT/CONFIDENTIAL

87 Cases pending at beginning of year
44 Applications received
26 Director's decisions
3 Board decisions
75 Withdrawn after conference
31 Cases pending at end of year

WORK STOPPAGES

25 Strikes by employees
14,200 Employees involved
55,000 Man-days idle
0.023% Percentage of Estimated Working Time
23 Board decisions on dues forfeiture

1973

NEGOTIATING EXPERIENCE

2,500 contracts
1,750-70% settled without third-party assistance
743-30% brought to PERB for assistance

Of 743 brought to PERB

528 Schools
215 Other governments

Of 801 cases closed during 1973

About 54% (433) settled by mediation
About 45% (358) went to fact-finding

Of 358 cases going to fact-finding

28% Settled by mediation during fact-finding
30% Report accepted
42% Report modified before settlement

REPRESENTATION

128 Petitions received
19 Director's decisions
10 Board decisions
47 Board certifications
78 Petitions withdrawn
46 Elections involving 7,799 employees

IMPROPER PRACTICES

111 Cases pending at beginning of year
307 Charges filed
38 Board decisions
280 Charges settled by agreement
100 Cases pending at end of year

MANAGEMENT/CONFIDENTIAL

31 Cases pending at beginning of year
48 Applications received
34 Director's decisions
7 Board decisions
16 Withdrawn after conference
23 Cases pending at end of year

WORK STOPPAGES

18 Strikes
6,370 Employees involved
27,106 Man-days idle
0.012% Percentage of Estimated Working Time
14 Board decisions on dues forfeiture

YEAR SIX - 1973

January 1, 1973 - December 31, 1973

Six years of experience demonstrate that the labor relations system established by the Taylor Law is working reasonably well. There are clear indications that there is increasing stability in public sector labor relations; wage and fringe settlements are generally in line with those in the nation as a whole; the number of work stoppages has been low. Less than one percent of the 19,000 agreements negotiated over the six years under the Law have resulted in work stoppages.

This is a report of the activities of the Public Employment Relations Board for the calendar year 1973.

THE PUBLIC EMPLOYMENT RELATIONS BOARD

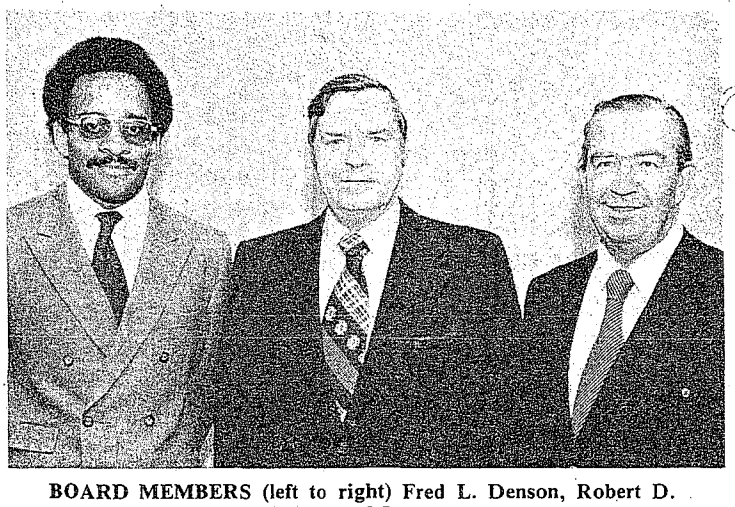
The State Public Employment Relations Board was created under the Taylor Law as an independent, neutral agency to administer the Law. It acts as an "umpire" in various kinds of disputes. It has responsibility for resolving representation disputes, providing conciliation services, adjudicating improper practice charges, determining culpability of employee organizations for striking and ordering appropriate dues check-off forfeiture, making available statistical data relating to public labor relations, making recommendations to the Legislature for changes in the Law and keeping the various publics informed about the Law and its administration.

The Board is composed of three members, each of whom serves a six-year term. During the year Dr. Robert D. Helsby was named to a new six-year term as Chairman of the Board. His new term expires May 31, 1979.

Joseph R. Crowley has been a member of the Board since its inception in 1967 and has a term extending to May 31, 1977.

In November, Governor Rockefeller appointed Fred L. Denson, of Webster, as a member of the Board for a term extending to May 31, 1975. He succeeds George H. Fowler who resigned to take a position with the City University of New York.

During the past year, the Board rendered decisions in 10 representation matters, 38 improper practice cases, 7 management/confidential cases, 14 cases involving work stoppages, and two involving mini-PERBs. The Board also certified 47 employee organizations to represent public employees in various jurisdictions.



BOARD MEMBERS (left to right) Fred L. Denson, Robert D. Helsby, Chairman, and Joseph R. Crowley.

PERB NEWS
New York State
Public Employment Relations Board
50 Wolf Rd., Albany, N. Y. 12205
Robert D. Helsby, *Chairman*
Joseph R. Crowley
Fred L. Denson
Published monthly by PERB
Ralph Vatalaro, *Executive Director*
Muriel Gibbons, *Editor*

CHANGES IN THE TAYLOR LAW

Several changes involving definition of terms and conditions of employment under the Taylor Law were made during the 1973 legislative session.

The change in the definition of terms and conditions of employment was made in connection with the Legislature's consideration of the subject of public pensions at its regular session as well as at a special session.

Section 201.4 was amended by adding the following

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language to the definition of "terms and conditions of employment":

> "...provided, however, that such term shall not include any benefits provided by or to be provided by a public retirement system, or payments to a fund or insurer to provide an income for retirees, or payment to retirees or their beneficiaries. No such retirement benefits shall be negotiated pursuant to this article, and any benefits so negotiated shall be void."

This prohibition became effective on April 1, 1973. At the special session in July 1973, the Legislature modified this prohibition to allow certain public employees and employers to continue to negotiate pension benefits until June 30, 1974.

Chapter 382 of the Laws of 1973, adopted at the regular session of the Legislature, also amended the Retirement and Social Security Law by adding a new Article 12 (Sections 470-473) entitled Negotiation of Retirement Benefits, which delegates to PERB additional responsibilities. After April 1, 1976, pension negotiations by public employees will be conducted on a coalition basis, pursuant to the provisions of the new Article 12.

The Permanent Commission on Public Employee Pension and Retirement Systems, in its final report, called for the establishment of two state-wide pension coalitions with PERB having general administrative authority over the entire coalition negotiation process. This proposal is currently before the Legislature.

Improper Practices

By virtue of the expiration of a provision of the Taylor Law giving New York City's Office of Collective Bargaining improper practice jurisdiction, PERB received exclusive non-delegable jurisdiction of all improper practices involving New York City and employee organizations otherwise subject to the jurisdiction of OCB.

Review of the Law

During the year, the Law was under review by several legislative committees. One of PERB's responsibilities is to report, from time to time, to the Legislature on experience under the Taylor Law and to make recommendations for possible change. In line with this responsibility, Board Chairman Robert D. Helsby testified that if the Legislature felt compelled to make refinements in the Law, he proposed a three-year experiment with compulsory arbitration in school district negotiations. This experiment would be invoked only after all existing procedures failed to achieve an agreement.

Under the proposed arbitration experiment, if a school dispute was not resolved within some specific period — such as 120 days after the beginning of the fiscal year — PERB would be authorized to take whatever steps it considered appropriate to settle the dispute, including the authority to compel arbitration by a panel of three arbitrators. Submission to the arbitrators would be limited to those issues that had been considered by a fact-finder and upon which the parties had not reached agreement. With respect to each issue, the arbitration board's award would be restricted to the final position of one party or the other as presented to the fact-finder or to the recommendation of the fact-finder.

Dr. Helsby recommended that the arbitration proposal expire after a three-year period so that reconsideration would be required automatically. He said that after the arbitration experience was evaluated, consideration would be given to whether the benefits which the process affords are sufficiently great to justify the extension of the process to other types of public employment disputes.

RULES OF PROCEDURE

Public hearings were held during December on proposed changes in PERB's Rules of Procedure. The most significant change promulgated deals with a new provision involving the validity of a showing of interest submitted in support of representation petitions. The new rule provides for simultaneous submission, with the representation petition, of a verified declaration of authenticity by a responsible officer or agent of the petitioner.

The requirement that an incumbent employee organization submit a showing of interest is stricken from the rules; the mere fact of incumbency is sufficient to permit an organization to participate in the proceeding. All others who intervene in a representation case and all petitioners seeking to represent public employees now must submit a 30 per cent showing of interest.

CONCILIATION

In labor relations, whether public or private, it is felt that the best agreement is one which results from genuine bargaining by the parties without third party intervention. Recognizing the need to promote harmonious relationships with a minimum of strife, the Taylor Law provides assistance to help resolve disputes where the parties are unable to do so.

Of significance during 1973 is the fact that the total caseload for PERB's Conciliation Office dropped from 837 to 743 cases. Some of the drop-off in workload is tied to a substantial increase in multi-year contracts, especially in school districts.

The number of cases closed by mediation continues to represent about half of the total impasses brought to PERB. As in prior years, fact-finders in a substantial number of cases have been able to mediate disputes between the parties without resorting to formal fact-finding hearings or reports. It is PERB policy to attempt

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mediation (during fact-finding) if there appears hope that it can resolve the dispute and if the parties agree to such efforts.

Legislative Hearings

PERB continues to provide post fact-finding conciliation when it is requested jointly by the parties. This effort keeps the number of legislative hearings low. The number of legislative hearings held has remained substantially the same for several years — approximately 65 with the majority occurring in school districts.

Legislative hearings rarely are the final formal step in the resolution of impasses; negotiations usually continue after the legislative hearing. Decisions by legislative bodies are not issued in all cases, but even in cases considered by the legislative body, most disputes are resolved by continued negotiations.

Arbitration

Under the Taylor Law, governments are authorized to submit both contract negotiations (interest) and grievance or contract interpretation (rights) disputes to arbitration. PERB provides lists of arbitrators to the parties requesting this service. The cost of disputes involving interest arbitration are assumed by PERB; rights or grievance arbitration costs are paid by the parties.

The arbitration caseload continued to rise and involved grievance rather than contract arbitration. One hundred and seventy-five employer-employee requests were received during 1973, compared to 113 in 1972, a 35 per cent increase over 1972. Even though the Taylor Law encourages interest arbitration, no such disputes went to arbitration during 1973.

GRIEVANCE ARBITRATION REQUESTS BY TYPE OF EMPLOYER 1969-1973

PERB'S YEARLY CASELOAD ACCORDING TO POLITICAL SUBDIVISION

Type of Employer	1969	1970	1971	1972	1973	TOTAL
School District	8	26	56	54	83	227
City	1	4	21	26	27	79
County	1	2	7	14	15	39
Town	0	1	7	9	10	27
Village	2	3	4	0	13	22
State	0	0	0	10	27	37
TOTAL	12	36	95	113	175	431

IMPROPER PRACTICES

During 1973, 313 improper practice charges were filed with PERB — 284 by employees or employee organizations against an employer, 21 by an employer against an employee organization and eight by an individual employee against an employee organization. Six petitions were combined with previous cases for a net increase of 307 new cases. As in past years, about 90 per cent were settled or withdrawn after PERB assistance.

Several cases were litigated concerning the propriety of an employer's unilateral action during a period when the employee organization was mounting an organizational drive or during the course of a representation proceeding. The holding in these cases is that, as a general rule, an employer may make unilateral changes in terms and conditions of employment (absent a recognized or certified negotiating agent) provided that the changes were under consideration prior to the request for recognition by the employee organization and were economically motivated.

In one case, the employer discharged its custodial staff shortly after an employee organization had demanded

ANALYSIS OF CLOSED CASES
September 1, 1967 through December 31, 1973

	1967	1968	1969	1970	1971	1972	1973	Total
Method of closing cases:								
Mediation	5	212	323	366	374	349	433	2,062(50.7%)
Fact-Finding	1	133	328	252	385	468	358	1,925(47.3%)
Closed for other Reasons	4	19	8	12	18	11	10	82(2.0%)
Closed by								
Fact-Finding	1	133	328	252	385	468	358	1,925(100%)
Report Accepted	-	58	107	81	115	117	106	584(30.3%)
No Report Issued	1	29	51	69	91	167	100	508(26.4%)
Report Modified	-	46	170	102	179	184	152	833(43.3%)

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recognition; the employer argued that the discharge was based solely on economic considerations. However the Board found this claim of economic justification was a pretext and the employees were discharged to prevent any possibility of their achieving representation rights. In arriving at this conclusion, the Board considered the following factors: that the decision to contract out custodial services had not been under consideration until after the demand for recognition had been made; that the discharges occurred even before bids had been solicited, and that the "cost" items submitted by the employer were incomplete and unreliable. Thus, a violation of the Act was found.

In another case, the improper action was of a more subtle nature. During the course of a representation hearing at which the appropriate unit structure was being contested, the employer distributed certain literature. In it, the employer made clear that if the employees did not capitulate and agree to the employer's unit scheme, the employer would continue to litigate its unit position, thereby greatly delaying negotiations, and would also refuse to grant monetary benefits that otherwise would be due the employees. Because the employees have a right to choose an organization to represent them in a unit of their choice, it was found that the employer's literature was inherently coercive and improper.

In another case, the Board made clear that when, during an organizational drive, the employer commits such flagrant violations of the Act as will prevent the holding of a fair election to determine the wishes of the employees, it might well — as an appropriate remedy — certify an employee organization where there is independent evidence of its majority status.

In 1973, several cases raised the question of whether an employer was obligated to furnish information to the negotiating representative for purposes of negotiations or for investigation of grievances. The Board found that the employer's obligation to negotiate in good faith required it to furnish such information as the number of job titles, salary schedules and the specifics of a planned reduction of staff; however, its obligation is circumscribed by "the rules of reasonableness" which may dictate that if the information sought is available elsewhere or if there is no real need for its production, the employer will not be burdened with complying. In one case, the Board noted that while the duty of the employer to provide necessary information may include permitting a negotiating representative to inspect facilities, it found that the organization had failed to prove a real need or that the information was not available elsewhere.

During 1973, the Board had occasion to further spell out its deferral policy:

> If only a breach of contract... the matter is not subject to our jurisdiction. If only a violation of law, the matter is not subject to the grievance procedure. If, however, the same conduct constitutes both a violation of statute and a breach of contract, both procedures apply... Ordinarily, we decline to assert jurisdiction of such questions because of our policy not to interpret agreements where the parties have established a system of self-government that is designed to answer the question."

However, the Board made clear in one case that its policy of deferral to the grievance procedure requires the potential for finality. In other words, if the grievance procedure lacks binding arbitration, the Board will not "defer." In another case the Board indicated that it may defer to the court's interpretation of a contract where the charging party had elected to commence litigation.

Several cases raised the proper statutory role of the legislative body when approving an agreement reached with an employee organization by the executive branch. The Board held that the legislature's proper function was

> "...limited to the approval of matters that inherently require legislative approval, such as the approval of additional funds...",

and that any attempt by a legislative body to reserve to itself the right to ratify the entire agreement as negotiated by its chief executive officer was an improper intrusion into the negotiating process and violative of the Act.

One case involving the **Village of Valley Stream** presented the other side of the "Triborough doctrine." The Board had determined in the Triborough case that when, during the course of negotiations, an employer unilaterally alters a mandatory term and condition of employment, it is in violation of the Act. Based upon this doctrine, an employee organization filed a charge alleging that during the negotiations for a successor contract the employer had altered the *status quo* by unilaterally changing the hours of work for certain employees. At the hearing, the employee organization offered uncontradicted evidence to support its charge; however, evidence also established that the same employees who were the subject of the change in hours had engaged in a work "slowdown." The finding was that

> "...as Triborough is an equitable doctrine, it necessarily follows... that if the employer is obligated to maintain the *status quo* then no lesser obligation should be expected from the other side. From this viewpoint, the drastic curtailment of productivity, rather than whether it is called a 'slow down' or a 'strike' is dispositive. Here the employees unilaterally altered the *status quo* and they, acting through the charging party, do not now have standing to protest before this Board the employer's subsequent conduct."

At the close of 1973, the following checklist of subjects of negotiations have been found to be mandatory or non-mandatory:

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Mandatory Subjects

Procedures for evaluating probationary or untenured teachers

Wages and hours

Sabbatical leave

Job duties of employees

Promotional procedures for employees

School calendar

Length of work year

Impact on employees of reduction in work force

Impact of modification of class size

Tours of duty, except that the employer may unilaterally determine the number of employees it required to be on duty at specified periods of time

Manpower requirements when related to safety

Parking fees at work locations controlled by the employer

Impact of a professional development plan which would consitute a basis for an annual evaluation and for reappointment

Non-mandatory Subjects

Overall policies and mission of government

Budget cuts and resultant economically motivated decision to reduce work force

Numerical limitations on class size

Agency shop

Residency requirements

Promotional policy for job titles not within the negotiating unit

Initial employment qualifications

Demand that work force not be reduced except by attrition or disciplinary charge for cause

Seminar or conference designed to enrich the professional staff at which attendance is not compulsory

Demand that supervisor be of a specified rank or grade

REPRESENTATION

In 1973, 128 representation petitons were filed with PERB. Although there were fewer petitions filed than the previous year, a smaller percentage were settled in advance of a decision by the Director of Representation and/or the Board than in 1972.

Initial eligibility for representational rights under the Act requires a finding that the concerned individuals be "public employees." In one case, the Board affirmed the Director's decision that prisoners confined in the custody and care of the State following conviction for a crime were not in the employ of the state. In other cases, the same result was reached regarding per diem substitute teachers and individuals whose employment lacked the requisite continuity to warrant representation.

Several cases were litigated concerning the unit placement of supervisors. The Board stated:

> "...the mere existence of supervisory responsibilities does not require a conclusion that there is present such a conflict of interest as to overcome or outweigh other facts or circumstances giving rise to a community of interest. Rather, it is the degree and the nature of the supervision which... may indicate a conflict of interest..."

The Director, in one police department case involving Rochester, concluded that there was no evidence of "immediate or probable conflict between sergeants and patrolmen which indicated that sergeants could not conduct meaningful and effective negotiations if they remained in a unit with patrolmen."

Noting that the relationship between supervisors and subordinate supervisors lacks the sharp potential for conflict which characterizes relationships between supervisory and rank-and-file personnel, the Director, in one case, placed certain department chairmen in a unit with higher echelon school administrators and, in another, followed ample precedent in excluding department chairmen from a rank-and-file unit of subordinate teachers and included them in an administrator's unit.

Elections

PERB conducted 45 in-person elections and one mail ballot election as compared to 39 in-person elections and five mail ballot elections in 1972. The lower number of employees participating is primarily accounted for by the absence of any elections in the five general units of State employees.

Year	Number of Elections	Employees Voting
1968	61	25,594
1969	42	97,462
1970	50	30,822
1971	37	22,483
1972	44	72,167
1973	46	6,352

Managerial/Confidential Designations

During 1973, 48 applications were filed, about a 10% increase over 1972, and the Director issued 34 determinations, most the result of stipulations by the parties.

The Board affirmed several decisions of the Director concerning the managerial status of school principals. The Board relied heavily upon the legislative intent (as indicated in Chapter 505 of the Laws of 1971) not "to destroy existing employer-employee negotiating units such as principals or other school administrators who do not formulate policy or who do not have a significant role in employee relations..." and concluded "...that the

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statutory criteria should be applied conservatively in order to preserve existing negotiating units." Having obvious applicability to other than "principals," these cases make clear that

> "Only in the event of a very clear instance of employees in existing units exercising managerial or confidential responsibilities should they be excluded from the statute; all uncertainties should be resolved in favor of Taylor Law coverage."

As to the four criteria for managerial designation, as spelled out in Section 201.7 (a) of the Law, decisions by the Board during the past year held that

1. to **formulate policy** includes "...not only a person who has the authority or responsibility to select among options and to put a proposed policy into effect, but also a person who participates with regularity in the essential process which results in a policy proposal and the decision to put such a proposal into effect;"
2. to **participate in collective negotiations** requires "...direct involvement or participation in the preparation for collective negotiations so as to be a part of the decision making process therein. ...[T]here must be direct involvement or participation in the negotiating process, and simply being present at the negotiations as an observer or other non-participatory role would not suffice;"
3. to **have a major role in administration of agreements** "...involves individuals who, both in and out of the grievance procedure, have power to implement an agreement involving... agency or institution policy involving employee relations so as to necessitate a change in a government's procedures or methods of operation" and
4. to **have a major role in personnel administration** "...depends upon the exercise by the personnel involved of broad authority directly resultant from their intimate relationship 'to the top' (e.g., to a board of education or a superintendent of schools), [as contrasted to the exercise of supervisory authority which]... is manifested by an individual's relationship to (and direct control over) 'rank and file' employees."

THE TAYLOR LAW IN THE COURTS

Several important decisions were rendered by the courts clarifying the obligations of public employers and employee organizations under the Taylor Law and PERB's statutory responsibilities. One group of decisions rendered by the Appellate Division, Third Department, upheld PERB's view that the duty to negotiate terms and conditions of employment did not require a public employer to negotiate basic policy decisions, decisions as to its mission and the quality and level of service to be provided. PERB had held that such decisions are not mandatory subjects of bargaining.

In the **West Irondequoit** case, the Appellate Division upheld PERB's decision that a class size proposal, i.e., a proposal to impose maximum numerical limitations on the size of classes, is not a mandatory subject of negotiations although the employer is obligated to negotiate over the impact of such a decision upon terms and conditions of employment. At the same time the Appellate Division affirmed PERB's determination in the **Oswego City School District** case that an employer could not unilaterally change the length of its employees' work year where such change was not related to any basic policy decision with regard to quality and level of service. The court agreed that such a change involves a mandatory subject of negotiations. The **West Irondequoit** case is presently on appeal to the Court of Appeals.

In a case of similar purport (**Monroe-Woodbury Teachers Assn.**) PERB had ruled that the agency shop was illegal under present New York law and that the refusal of an employer to negotiate with regard to such a proposal was not an improper practice. The Appellate Division affirmed this view, holding that the agency shop is explicitly prohibited and, therefore, an employer is under no obligation to negotiate or agree concerning such a proposal.

In the **Hempstead School District** case, the Appellate Division, Second Department, unanimously confirmed PERB's decision that the principals in the school district are not managerial employees within the meaning of the Taylor Law. The school district argued that the criteria used by PERB in determining the status of Hempstead's principals violated the standards set forth in Section 201.7 of the Taylor Law and the public policy of the state. It also argued that the evidence did not support PERB's judgment that the duties of the principals did not constitute duties of managerial employees. The court's decision rejected these contentions. This case is now on appeal to the Court of Appeals.

Prior to the **Hempstead** decision, the Court of Appeals upheld the constitutionality of Sections 201.7 and 214 of the Taylor Law relating to the definition of managerial and confidential employees and the exclusion of such employees from membership in employee organizations. The court concluded that the exclusion of management personnel from collective bargaining rights was not an arbitrary classification and is a reasonable exercise of legislative policy.

The Court of Appeals affirmed the Appellate Division's Fourth Department decision in the **Grand Island** case which upheld PERB's jurisdiction to entertain an improper practice charge based upon the dismissal of a probationary teacher.

In another proceeding involving **Children's Village,** the Appellate Division, Third Department, refused to overturn a PERB determination imposing the dues check-off suspension penalty on an employee organization on the basis of the employee organization's claim that the difference in penalties for a strike by an employee organization and for improper practices by the public employer arising out of the same contract negotiations constituted a denial of equal protection of the laws. PERB had found that the conduct of the school district constituted "extreme provocation" and a failure to negotiate in good faith (and issued a cease and desist order) but nevertheless imposed a penalty upon the employee organization albeit a lesser one than it might otherwise have imposed.

The Supreme Court (Westchester County) held in **Port Chester-Rye UFSD,** that a finding by a court in a contempt proceeding that an employer was guilty of extreme provocation was not binding on PERB in its strike proceeding against the employee organization and PERB could properly determine on the basis of the record before it that the conduct did not constitute extreme provocation. In **PBA of NYS Police** the Supreme Court (Albany County) upheld the propriety of Taylor Law provisions granting to a newly certified employee organization the right to immediately represent employees of a bargaining unit notwithstanding the existing unexpired contract with another organization.

Other court decisions in the arbitration context clarify the obligations of the parties to a grievance and arbitration procedure incorporated in a collective bargaining agreement, as well as the role of the arbitrator. Thus, the Court of Appeals held in the **Antonopoulou** case that a grievance award made pursuant to the grievance procedure established under a collective bargaining agreement is a contractual obligation of a public employer and that an award of back pay for a period during which an employee performed no services was not an unconstitutional gift of public funds.

In the **Legislative Conference** case, the Court of Appeals affirmed the Appellate Division's reversal of an arbitration award which retroactively reinstated an employee resulting in tenure. It held, however, that to protect the contractual rights of the grievant where the arbitrator has determined that the employer has not properly followed the contractual dismissal procedures, it would be "a viable solution" to appoint the employee for one year without tenure to permit reevaluation of the grievant and if the grievant is found worthy of appointment "benefits can be awarded to the grievant retroactively." An identical result was reached by the Appellate Division, Fourth Department, in the **Chautauqua School District** case where that court held that the dismissal of a probationary teacher was arbitrable under the contract in question where such dismissal was allegedly in violation of bargained for evaluation procedures; the court said that the arbitrator had the power to reinstate the grievant without tenure for a reasonable period of time during which the employer would be required to comply with the evaluation procedures.

In two cases involving strike penalties under the Taylor Law, the Court of Appeals upheld the constitutionality of the "two-for-one" strike penalty; in another proceeding, the court held that fines for contempt of court arising from a strike are payable to the treasurer of the county in which the court imposing the fines is sitting and not to the public employer involved.

During the year, 17 proceedings were instituted against PERB to challenge PERB's actions and jurisdiction and PERB itself brought two proceedings seeking judicial enforcement of its orders.

STRIKES

Strikes by public employees declined during 1973. During this period 18 strikes involving 6,370 public

STATE AND LOCAL GOVERNMENT WORK STOPPAGES IN NEW YORK STATE 1963-1973[1]

	Number	Employees Involved	Man-Days Idle	Percent of Estimated Working Time[2]
Total	132	129,690	2,013,900	0.143%
1973*	18	6,370	27,100	0.011
1972*	25	14,200	55,000	0.023
1971	19	32,900	136,300	0.058
1970	34	6,980	28,900	0.012
1969	13	2,140	6,600	0.003
1968	23	68,100	1,760,000	0.866

* All data for 1972 and 1973 are preliminary PERB data. The Taylor Law definition of a strike differs from that used by the U.S. Labor Department.

1 Includes stoppages lasting a full day or shift or longer and involving 6 workers or more.

2 Computed by PERB on basis of 250 work-days per year and with Bureau of Census full-time equivalent employment data used. 1967 was used for 1968-1969 and 1971 for 1970-1973.

Source: Work stoppages data 1968-1971 from U.S. Department of Labor; 1972 and 1973 data are PERB estimates.

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employees were investigated and charges brought against nine employee organizations. Seven charges were brought by PERB Counsel and two by the chief legal officer of the government involved. In the remaining nine, investigation disclosed that the employee organization was not responsible for the work stoppage and that four occurred in areas under the jurisdiction of a mini-PERB. When a mini-PERB exists, the local board assumes responsibility for investigating the walkout and the suspension of dues check-off.

In reaching the total of 18 strikes, it should be noted that this figure includes any concerted work stoppage. In New York in 1973 this ranged from a three-hour stoppage by utility workers to one 21-day strike of teachers. Only 11 lasted more than one day.

Seven strikes involved schoolteachers in calendar 1973. As work stoppages by schoolteachers represented the major single group involvement of all public employees, the following table shows the relative position of states where the major schoolteacher job action took place.

During the year PERB made a final determination in 14 strike proceedings, imposing penalties in 13 cases and dismissing the charge in one. Nine of these strikes occurred in 1972.

TEACHER STRIKES, NUMBERS INVOLVED AND TIME LOST
United States and Selected States in Rank Order /a

1972-1973 School Year

Number of Strikes		Estimated Number of Teachers Involved		Estimated Percent of Total Instructional Staff Involved		Estimated Number of Man-days Involved /b		Time Lost as a Percentage of Instructional Man-days /c	
Pennsylvania	35	Pennsylvania	32,200	Hawaii	90.7%	Pennsylvania	784,200	Hawaii	6.6%
Illinois	16	Illinois	31,100	Dist. of Columbia	79.8	Illinois	321,600	Dist. of Columbia	5.3
Michigan	16	Hawaii	9,000	Rhode Island	49.2	Hawaii	117,000	Pennsylvania	3.6
Ohio	13	Dist. of Columbia	6,200	Pennsylvania	26.4	Dist. of Columbia	74,400	Illinois	1.5
Wisconsin	11	Michigan	5,400	Illinois	26.0	Missouri	64,200	Rhode Island	1.2
NEW YORK	10	Rhode Island	5,300	Delaware	12.0	Wisconsin	39,400	Missouri	0.7
Rhode Island	10	Missouri	4,100	Missouri	7.9	Michigan	29,500	Wisconsin	0.4
New Jersey	6	Wisconsin	3,800	Wisconsin	7.1	NEW YORK	25,900	Delaware	0.3
Washington	3	Ohio	3,300	Michigan	5.4	Rhode Island	23,300	Indiana	0.2
Delaware	3	NEW YORK	3,200	Indiana	4.4	Indiana	21,100	Massachusetts	0.2
				NEW YORK	1.6/d			NEW YORK	/e
U.S. TOTAL	143		114,500		4.9		1,553,200		0.4

Notes: /a The reported data does not include two small work stoppages in New York State involving a total of 84 teachers for one day each.

/b Based on scheduled teaching days for full-time teachers on which a strike took place.

/c Assumes a constant of 180 days of public school instruction for the year, and assumes that the man-days involved in teacher strikes are not re-scheduled. While the number of instruction days varies from state to state, the majority of states require a minimum of 180 days.

/d New York State ranked 16th.

/e New York State had less than 1/10 of 1 percent (less than 0.1%) of instructional time lost due to teacher strikes, and ranked 14th.

Source: National Education Association, Research. NEA Research Memo, RM 73-9, December 1973

MINI-PERBs

The number of mini-PERBs continues to decline. Of the 34 mini-PERBs initially approved by PERB, only 16 are now in existence. One mini-PERB, Monroe County, was terminated by the local government during 1973. During the year PERB considered and decided three petitions alleging that determinations of mini-PERBs were not in substantial compliance with requirements of the Taylor Law. Two of these petitions alleged that the Nassau PERB violated the statutory period of unchallenged representation status when it decided to entertain representation petitions filed by challenging employee organizations. PERB held that the mini-PERB's acceptance of the petitions as timely was an improper application of the provisions of the Taylor Law and directed the local board to dismiss the petitions.

RESEARCH

PERB is charged with the responsibility of compiling, collating, and providing a clearinghouse for information relating to the conditions of public employees throughout the State and of analyzing public sector labor relations problems.

In carrying out this responsibility, the following reports were published.

- **WAGES AND SALARIES: Police (city, town, and village) firefighters, deputy sheriffs (county), nurses (county), county selected clerical and blue-collar titles, social workers and probation officers.**
- **FRINGE BENEFITS: County general employees, county sheriff's departments, county hospitals and institutions, city general employees, city police, firefighting personnel, and non-instructional school**

district employees in selected areas.

• **OTHERS: New York State employees — salaries, fringe benefits, and related practices; New York State Community Colleges — salaries, fringe benefits, and related practices.**

These reports are updated at the conclusion of each negotiating cycle which makes the data available at the beginning of or early in the new negotiating season. In addition to the reports listed above, special studies are undertaken from time to time. Thus, reports on grievance procedures of various types of public employers and employees have been published and updated from time to time. When new developments or trends are detected, special reports are sometimes prepared. Such reports, along with summaries of contract settlements, are regularly disseminated to staff and panel, and are usually available on request.

Wage and salary reports normally summarize pay schedules. Fringe benefit reports offer data on health insurance, retirement plans, sick leave benefits, personal and bereavement leave, vacation and holiday policies, tuition assistance programs, and other benefits.

Data on special request are furnished to both neutrals and advocates both in preparation for and during the course of negotiations. Such information plus the data for most reports is compiled from contract files. An attempt is made in timely fashion to collect all labor contracts negotiated in the public sector. These files are open to the public and are used extensively by labor and management representatives and by members of the academic community analyzing public sector relations.

From time to time projects are undertaken with academic institutions. In 1973, in cooperation with the New York State School of Industrial and Labor Relations at Cornell University, two such studies were undertaken. One dealt with attitudes towards contractual grievance procedures in the schools. The second, now in process, analyzes the relationship of police chiefs to the negotiating process.

A special report analyzing in-person and mail participation rates in an election among State employees was published.

KEEPING THE PUBLIC INFORMED

Keeping the thousands of employees and employers, as well as the public, apprised of what's happening under the Taylor Law is another function of the State PERB.

Two basic guides to the Taylor Law and PERB's rules are disseminated by the Board. During the year, a new publication, "What is the Taylor Law? — And How Does It Work?" was released. This booklet summarizes the major aspects of the Act and Rules.

Another document "The First Five Years of the Taylor Law" — was widely circulated during the year. Special articles on various aspects of labor relations were carried in the monthly PERB newsletter which is sent to major clientele. As mandated by law, the findings and recommendations of fact-finding panels were made public through releases to the news media.

The complete text of Board decisions and other major decisions relating to the Taylor Law of PERB were made available through the official publication of the Board, "Official Decisions, Opinions and Related Matters."

In an effort to keep its Panel of Mediators and Fact-Finders abreast of new developments in labor relations and to interest minority group development in the field, PERB took an active role in developing training programs. In cooperation with the Institute of Public Employment of the New York State Industrial and Labor Relations School, PERB conducted three workshops for more than 100 members of its panel. In a program jointly sponsored by PERB and the Institute for Mediation and Conflict Resolution, 16 men and women from the New York City area participated in a training and internship program for minority group mediators. During the program the participants attended a thirteen-week seminar and received on-the-job internship with experienced members of PERB's panel of mediators and fact-finders. Discussion was underway at the end of the year for a similar program for upstate New York to be conducted by PERB and the Institute of Public Employment.

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