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8-2-1974

State of New York Public Employment Relations Board Decisions from August 2, 1974

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from August 2, 1974

Keywords

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

Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#1A-8/2/74

In the Matter of	:	
COUNTY OF ORANGE,	:	
	:	<u>INTERIM BOARD DECISION</u>
Employer,	:	
-and-	:	<u>ON OBJECTIONS TO THE</u>
SERVICE EMPLOYEES INTERNATIONAL UNION,	:	<u>CONDUCT OF ELECTION</u>
AFL-CIO,	:	
Petitioner,	:	<u>AND CONDUCT AFFECTING</u>
-and-	:	<u>RESULTS OF ELECTION</u>
THE COUNTY EMPLOYEES' UNIT, ORANGE COUNTY	:	
CHAPTER, CIVIL SERVICE EMPLOYEES	:	
ASSOCIATION, INC.,	:	<u>CASE NO. C-1097</u>
Intervenor.	:	

On May 3, 1974 the Service Employees International Union, AFL-CIO (SEIU) filed a petition (Case No. C-1066) to have the Orange County Chapter of the Civil Service Employees Association (CSEA) decertified as the negotiating representative for all employees of the County of Orange other than elected and appointed officials and department heads and to have itself certified in that unit. Prior to the counting of SEIU's showing of interest, a conference was held on May 15, 1974 which was attended by representatives of SEIU, CSEA and the County of Orange. During the conference it was ascertained that SEIU was seeking to represent employees in the same unit as was then represented by CSEA, with the clarification that two titles in the original CSEA unit that had been designated managerial or confidential were excluded. The parties agreed upon a June 7 election date¹ and upon the hours and locations

¹ SEIU was also contesting with CSEA to represent employees of the County of Ulster and the election in that case was also scheduled for June 7, 1974. The parties agreed to hold the two elections simultaneously to avoid the results of the election in either county influencing voters in the other.

of the voting. These agreements were all contingent upon SEIU having submitted a sufficient showing of interest. At that conference the employer's representatives distributed a list of employees in the negotiating unit as of May 10, except for employees at the Community College, for whom the list was dated April 24.

A count of SEIU's showing of interest revealed that it was numerically deficient and, on May 24, the petition was withdrawn. Six days later the petition in the instant case was filed and it was supported by a sufficient showing of interest.² It, too, called for the decertification of CSEA and the certification of SEIU as representative of employees of the County of Orange. The unit was identical with that set forth in the prior case and the Director of Public Employment Practices and Representation (Director) scheduled the election for June 7, 1974, applying all the details previously agreed upon for the election in Case No. C-1066 to the election in the instant case. On June 3, 1974 SEIU complained that the holding of the election on June 7 was too soon,³ but the Director refused to postpone it.

The election was held on June 7, 1974 and the vote, after the resolution of some of the challenges by the Director, was:

² This showing of interest consisted of the cards submitted in support of the predecessor petition and forty-six additional cards.

³ There is a dispute between the Director and Mr. John Geagan, General Organizer for SEIU, as to whether there had been an agreement between them prior to the filing of the instant petition that the election schedule in Case No. C-1066 would apply in the instant case. Mr. Klein recalls such an agreement, while Mr. Geagan states, "Not only did I not agree to such a proposal, but I don't recall the proposal as having been made."

CSEA	-	624
SEIU	-	540
None	-	20
Unresolved challenges	<u>4</u>	35

Thereafter SEIU filed objections to the conduct of the election and to conduct affecting the results of the election. Because one of these objections is to the conduct of the Director in holding the election on June 7, 1974, he disqualified himself and we assumed direct responsibility for resolution of the objections to the election and we so notified the parties on June 18, 1974.

SEIU was invited to submit affidavits or other evidence in support of its objections. CSEA and the County of Orange were also invited to submit affidavits and other evidence relating to the allegations contained in the objections and they availed themselves of this opportunity. We also sent a member of our staff to Orange County to conduct interviews and investigate the facts.

Having reviewed the evidence available to us at this time, we reject all but two of the objections. With respect to the remaining two objections, we find ourselves unable to ascertain the facts at this time because of mutually contradictory affidavits. Accordingly, we direct a hearing on them, with instructions to the hearing officer to resolve credibility questions.

⁴ These challenges were not resolved because they would not have been dispositive of the election.

The Rejected Objections

It is alleged and established that CSEA distributed among employees of Orange County facsimiles of a PERB sample ballot which were altered to indicate a vote for CSEA. In the margin of the paper on which the facsimile sample ballots were reproduced were three printed paragraphs containing a message urging employees to vote for CSEA.⁵ For the reasons set forth in our decision on objections to the conduct of the election in the Ulster County case that we issued today, we decline to invalidate the election by reason of the use of the altered facsimile ballots.

We also reject so much of the objections as relate to the scheduling of the election for June 7, 1974. It is the responsibility of the Director to schedule and supervise the conduct of elections; he may exercise his discretion in determining the date for an election and is not obliged to obtain the consent of the parties. It is therefore unnecessary for us to resolve the dispute as to whether or not an agreement had been reached between the Director and Mr. Geagan; rather, the question is whether the Director acted arbitrarily in scheduling the election for June 7, 1974. We find that he did not. The petition in the instant case was the successor to the petition in Case No. C-1066 and the parties were not prejudiced by carrying over the election procedures that had been prescribed in the former case. Moreover, we find that the Director's concern for holding simultaneous elections among employees of Ulster and Orange Counties was a valid consideration.

⁵ See next page for sample ballot facsimile.

Footnote 5 This is the sample ballot facsimile.

On election day you'll be deciding a very important issue - your future. You can continue the progressive and responsible leadership of CSEA and insure your future is bright and secure. Or you can risk your future in the hands of the other union - the one with high dues, a very poor track record, and a history of irresponsibility.

It is very appropriate that CSEA has secured the first box on the official ballot - you'll be using election day. You believe CSEA is first - Number one in representing public employees. Look for us in the first box and mark your ballot as indicated in this sample ballot.

You know CSEA and what it has accomplished for you. Continue to be represented by the best. Who know better what's right for you - CSEA or?



... Election Day You'll find CSEA is No. 1 on the ballot

SAMPLE

PUBLIC EMPLOYMENT RELATIONS BOARD

OFFICIAL BALLOT

STATE OF NEW YORK



BALLOT

3426

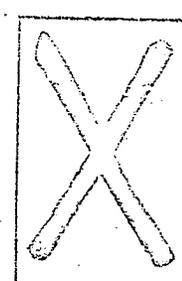
SECRET POLL OF EMPLOYEES OF

COUNTY OF ORANGE

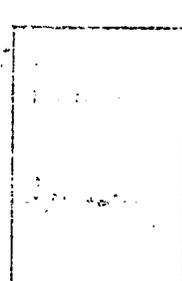
MARK AN X ON THIS BALLOT IN ONE SQUARE ONLY

IF YOU DESIRE TO BE REPRESENTED BY:

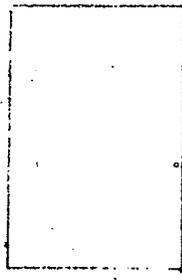
Orange County Unit of the Orange County Chapter of The Civil Service Employees Association, Inc.



IF YOU DESIRE TO BE REPRESENTED BY:



IF YOU DESIRE TO BE REPRESENTED BY:



THIS IS A SECRET BALLOT AND MUST NOT BE SIGNED

PER061 (12-67)

We also dismiss the objection that, pursuant to the Director's instructions, 38 ballots challenged by SEIU were opened and counted, those being the ballots of deputy sheriffs. The deputy sheriffs were within the negotiating unit and they were entitled to have their votes counted.

The objection that the County of Orange refused to give to SEIU a list containing the names and addresses of employees eligible to vote is also dismissed. The evidence reveals that the employer did offer to furnish such lists to both parties, but imposed a forty-dollar charge for the service. Inasmuch as there is no requirement that an employee organization be furnished with a list of addresses of employees eligible to vote in an in-person election, there is no reason why an employer that chooses to furnish such information voluntarily may not charge for the service. All that is required is that the employer not discriminate in favor of one of two competing employee organizations. The evidence does not reveal any such discrimination.

Finally, SEIU objects that it did not have a final eligibility list until two days before the election and complains that this was insufficient time to prepare itself. We find that SEIU was provided with eligibility lists on May 15, 1974 giving information as of May 10, and that the eligibility lists were updated thereafter. On May 28 an eligibility list was sent to SEIU containing employee information as of May 24. The so-called final list furnished on June 5 contained the same information as the May 28 list except that the names of the employees were broken down according to the voting place to which they were assigned. We, therefore, dismiss this objection.

Unresolved Objections

The two objections that we are unable to resolve because of insufficient information are that notice of election was not posted at some locations and that representatives of the County granted CSEA access to employees for election campaign purposes while discriminatorily denying such access to SEIU.

It is alleged in the objections that notice of the election was not posted at the official County legal notice board and the County administration board. We find that the legal notice board is for public notices and that the departmental bulletin boards at the County administration building did contain the required election notices. It was also alleged in the objections that notice of election was not posted in the Social Services building at Newburgh. We find this to be true, but we further find substantial compliance with our notice requirement in that the notice was circulated among the employees and initialed by them. Although the objections specify no further similar violations, others are alleged in affidavits submitted in support of the objections; still other questionable situations were revealed by our own investigation. In reviewing the evidence before us, we find that notice of election was posted at the Warwick Garage, the Orange County Park, the County Clerk's office, the Health Department at Goshen and the Motor Vehicle Department at Newburgh. We further find that notice was not posted at the Motor Vehicle offices at Middletown or Port Jervis or at the Real Property Tax office, but that at all three locations notice was circulated among the employees. Because of contradictory testimony, we cannot determine whether notice was posted at the DPW Garage at Newburgh or the Motor Vehicle Department at Goshen and we direct that

3428

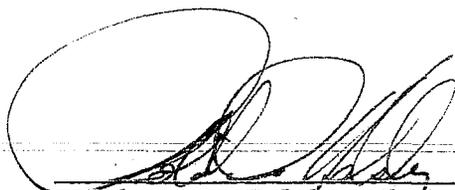
a hearing be conducted to ascertain this information. Pending the report of that hearing, we reach no conclusion of law regarding the circumstances at Montgomery Airport, where we find that notice was neither posted nor circulated and that 5 of 12 eligible voters actually voted. Standing alone, this failure to notify the voters would be de minimus and not justify setting aside the election, but further information concerning circumstances at the Newburgh DPW Garage and the Motor Vehicle Department at Goshen may persuade us of an aggravated failure to post that does require the holding of a new election.

The evidence is insufficient and, to some extent contradictory, as to whether Orange County had adopted a nondiscriminatory procedure regarding access of the two employee organizations to County employees for campaign purposes; whether, if it had adopted such nondiscriminatory procedures it had communicated them to both employee organizations and to its own department heads; and whether the department heads had afforded nondiscriminatory access opportunities to the two employee organizations. Questions regarding the access of SEIU to County employees for campaign purposes must also go to hearing.

ACCORDINGLY, WE DIRECT that a hearing be held to ascertain the facts relating to the posting of notice at the DPW Garage at Newburgh and the Motor Vehicle Department at Goshen and to whether SEIU and CSEA were afforded equivalent opportunities for access to County employees.

All other objections are dismissed.

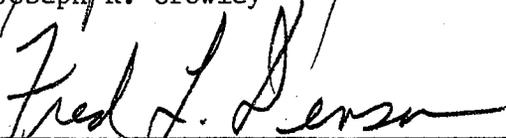
Dated: Albany, New York
August 2, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#1B-8/2/74
THE NEW YORK STATE THRUWAY AUTHORITY,	:	
Employer,	:	
-and-	:	<u>BOARD DECISION</u>
SERVICE EMPLOYEES INTERNATIONAL UNION,	:	
AFL-CIO,	:	
Petitioner,	:	<u>CASE NO. C-1114</u>
-and-	:	
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc.,	:	
Intervenor.	:	

On May 31, 1974 the Service Employees International Union, AFL-CIO (SEIU) filed a petition (Case No. C-1098) to have the Civil Service Employees Association (CSEA) decertified as a negotiating representative of employees of the New York State Thruway Authority in a unit consisting of nonsupervisory toll collection, maintenance and clerical employees and seeking its own certification in that unit. That petition was withdrawn on June 9, 1974 after the Director of Public Employment Practices and Representation (Director) advised SEIU that the showing of interest it submitted in support of the petition was numerically deficient.

On June 20, 1974 SEIU filed the petition in the instant proceeding. It sought the decertification of CSEA and its own certification in the same unit that had been the subject of the predecessor petition and it was supported by a sufficient showing of interest. The Director advised the parties on June 25, 1974 that he found the petition to be valid and he scheduled a conference at which they would discuss arrangements for an election. CSEA and the Thruway Authority immediately addressed a request to this Board to review and reverse the determination of the Director that the petition was valid on

the theory that it was not timely.

The parties were advised on June 28, 1974 that we would consider their request. They were invited to submit briefs on July 9, 1974 and to participate in oral argument on July 16, 1974. Both CSEA and the Thruway Authority submitted briefs and all three parties participated in the oral argument. Upon the close of the oral argument, we considered the issue presented to us and in compliance with the request of CSEA and the Thruway Authority that we issue our decision forthwith, we announced our decision accepting the petition as timely that same day. This opinion explains our ¹ decision.

The relevant facts are (1) that the fiscal year of the Thruway Authority is the calendar year, and (2) CSEA and the Thruway Authority entered into an agreement during November 1972, which agreement expired on June 30, 1974. The relevant provisions of law are CSL §208.2 and §201.3(d) of our Rules of Procedure. The statutory language is:

"§208.2. An employee organization certified or recognized pursuant to this article shall be entitled to unchallenged representation status until seven months prior to the expiration of a written agreement between the public employer and said employee organization determining terms and conditions of employment. For the purposes of this subdivision, (a) any such agreement for a term covering more than the fiscal year of the public employer shall be deemed to expire with the fiscal year ending immediately prior to the termination date of such agreement...."

Our Rules provide:

§201.3 (d) "A petition for certification or decertification may be filed within thirty days before the expiration, under section 208.2 of the Act, of the period of unchallenged representation status accorded a recognized or certified employee organization...."

¹ We are informed that subsequent to our decision the petition was withdrawn. We nevertheless issue this written version of that decision because the matter was not moot at the time when it was first announced.

Inasmuch as the agreement between the Thruway Authority and CSEA was not coterminous with the Authority's fiscal year, for the purposes of permitting a challenge to CSEA's status as representative of the employees, the agreement is deemed to have expired on December 31, 1973. A challenge would, therefore, have been timely during the month of May 1973. No challenge having been filed during that month, the unchallenged representation status of CSEA was extended to permit it to negotiate a successor contract. Such status as unchallenged representative does not continue indefinitely. An employee organization's failure to negotiate a successor agreement exposes it to challenge at some appropriate time. The question presented in this case is whether the time when this continued right of unchallenged representation expires is related to the date on which the old contract actually expired, i.e. June 30, 1974, or to December 31, 1973, the day on which it is deemed to have expired for representation purposes.² As the question before us is one of the incumbent employee organization's status as representative of employees within the unit, it is clear that the December 31 date is the relevant one.

We note the policy position advanced by the Thruway Authority that our decision will exert pressure upon it to seek an agreement that is coterminous with its fiscal year and that it should not be so pressured because it ought to be able to await the outcome of negotiations between the State and its employees so that it can follow the pattern established in the State settlements. Whatever validity this policy position may have must be directed to the State Legislature. The language of CSL §208.2 indicates a legislative

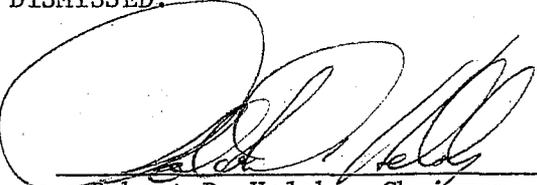
² The Director has expressed his opinion in the PERB Newsletter of April 1973 that an incumbent employee organization enjoys a period of unchallenged representation status for four months after the old contract has expired or, for representation purposes, is deemed to have expired. We have not yet dealt with this question.

preference that public sector labor agreements ought to be coextensive with the public employer's fiscal year.

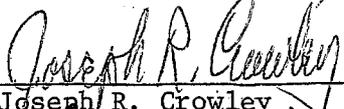
Although, given an agreement out of phase with the public employer's fiscal year, the time when an incumbent organization's period of unchallenged representation expires is related to the employer's fiscal year, an ancillary question remains. It is whether the incumbent employee organization is exposed to challenge by a competitor immediately upon the close of the fiscal year preceding the expiration of the agreement or it should be afforded an additional period of protective status during which to negotiate a successor agreement, such as has been explained by the Director. In any of these events, the petition filed on June 26 would be timely. Finding it unnecessary to resolve this ancillary issue in the instant case, we propose to deal with the question of protected status for an incumbent employee organization following the expiration of its agreement by the adoption of an appropriate rule. Prior to the adoption of such a rule, we will hold a public hearing.

NOW, THEREFORE, IT IS ORDERED that the objections to the timeliness of the petition should be, and hereby are,
DISMISSED.

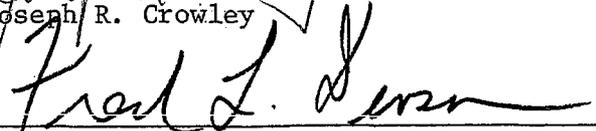
Dated: Albany, New York
August 2, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

3434

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#1C-8/2/74

In the Matter of	:	
SERVICE EMPLOYEES INTERNATIONAL UNION,	:	
AFL-CIO,	:	
	:	<u>BOARD DECISION</u>
Petitioner,	:	
	:	
and	:	<u>ON OBJECTIONS TO CONDUCT OF</u>
COUNTY OF ULSTER,	:	<u>ELECTION AND CONDUCT AFFECTING</u>
	:	
Employer,	:	<u>RESULTS OF ELECTION AND</u>
	:	
and	:	<u>CERTIFICATION OF NEGOTIATING</u>
ULSTER COUNTY CHAPTER OF CSEA,	:	<u>REPRESENTATIVE</u>
	:	
Intervenor.	:	<u>CASE NO. C-1064</u>

On April 30, 1974 the Service Employees International Union, AFL-CIO (SEIU) filed a petition to have the Ulster County Chapter of the Civil Service Employees Association (CSEA) decertified as the negotiating representative of all employees of the County of Ulster other than elected and appointed officials and department heads, and to have itself certified in that unit. On May 15, 1974 a consent agreement was executed by SEIU, CSEA and the County of Ulster which stipulated that the unit shall include all employees of the County of Ulster other than elected or appointed officials, all department heads, and all deputies of the sheriff's department.

An election was scheduled for and held on June 7, 1974. The vote, after resolution of some of the challenges by the Director, was:

CSEA	-	375
SEIU	-	348
None	-	16
Unresolved Challenges	<u>1</u>	8

Thereafter, SEIU filed objections to the conduct of the election and to conduct affecting the results of the election. These objections raised issues that were similar to issues raised by objections to the conduct of an election among employees of the County of Orange which involved the same two employee organizations and, because of reasons unique to that case, this Board had assumed direct responsibility for a determination of those objections. Therefore, we also assumed direct responsibility for resolution of the objections to the election in this matter, and we so notified the parties on June 28, 1974.

SEIU was invited to submit affidavits and other evidence in support of its objections and it did so. CSEA was also invited to submit affidavits relating to the allegations contained in the objections and it availed itself of this opportunity.

Having reviewed the evidence submitted by SEIU and CSEA, we reject the objections. These objections allege six different types of conduct by CSEA and/or the County of Ulster that might invalidate the results of the election. The first is that SEIU organizers were denied access to the Highway Department and the Infirmary during the period preceding the election while CSEA was given access to employees at those locations. This allegation is rejected because no evidence was submitted to substantiate it.

1 These challenges were not resolved because they would not have been dispositive of the election.

The next objection is that SEIU was not provided with addresses of employees eligible to vote. This objection is rejected because we have imposed no requirement that an employee organization be furnished with addresses of employees eligible to vote in an in person election. All that is required is that the employer not discriminate in favor of one of two competing employee organizations. The evidence does not reveal any such discrimination.

SEIU also objects to the election because, during the several weeks preceding the election, many supervisory employees wore CSEA buttons and actively campaigned on behalf of CSEA. There is no evidence to substantiate this allegation. Moreover, it is not even alleged to be true of any elected or appointed officials or department heads. Other supervisory employees were in the negotiating unit and they were entitled to campaign in support of the organization that they wanted to represent them. In any event, the employer's right of free speech entitles it and its representatives to express an opinion, provided it is done in a non-coercive manner. There being no evidence of coercive activities by any representatives of the County, this objection, too, is rejected.

SEIU's fourth objection is that, on the day preceding the election, CSEA conducted a telethon among employees of the County of Ulster, advising them that "they would receive a raise of \$1,188 if CSEA won the election" and implying that the raise would not be paid if CSEA lost. There is no evidence of any such telethon, but CSEA did issue a written report to its members regarding the raise which emphasized its role. We find no improper implication in the CSEA message to the voters; rather, we understand the CSEA message to have been

self-congratulatory for a raise for which it claimed credit and requesting of support so that it could continue to work on behalf of the voters. This was not improper electioneering.

The penultimate objection alleges that Mr. Joseph Dolan, an officer of CSEA, engaged in electioneering at the polls while "carrying a stick in an intimidating manner". The implication of the allegation is that some of the votes for CSEA may have been cast under duress. Mr. Dolan did carry a stick on the day of the election; because of a back injury, he used it as a cane. There is no evidence that he ever brandished it in an intimidating fashion. The objection does, however, raise a matter of some concern. Mr. Dolan -- as did representatives of both organizations other than authorized observers -- come into the voting area briefly and from time-to-time in violation of instructions restricting the voting area to voters and poll watchers. There is no evidence that the presence of these representatives of the parties affected the outcome of the election;² therefore, although we criticize this conduct, we do not find it a basis for setting aside the election.

Most troublesome of all the objections is the allegation that during the week preceding the election CSEA distributed among the employees of Ulster County facsimiles of a PERB sample ballot which were altered to indicate a vote for CSEA. In the margin of the paper on which the facsimile sample ballots were reproduced were three printed paragraphs containing a message urging employees to vote for CSEA.³

² Mr. Dolan does not come from the vicinity of Ulster County and there is no proof that he was known to the voters. There is no evidence that he identified himself to any eligible voters or even communicated with them.

³ See next page for sample ballot facsimile.

This is the sample ballot facsimile.

ULSTER COUNTY EMPLOYEES

On June 7, BE RIGHT - VOTE RIGHT



STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

OFFICIAL BALLOT

SECRET POLL OF EMPLOYEES OF

COUNTY OF ULSTER

BALLOT

SAMPLE

On election day, June 7, you can secure your own future BY MARKING THE BOX ON THE RIGHT ON THE OFFICIAL BALLOT.

The Civil Service Employees Association has been assigned the right hand box on the ballot. Mark your ballot as shown in the sample ballot at the right to retain the progressive leadership of CSEA and keep your future bright.

Who knows better what's right for you - than you? On June 7 BE RIGHT - VOTE RIGHT! Mark the right hand box to continue representation by the oldest and largest public employee union in the world - CSEA.



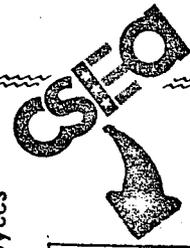
IF YOU DESIRE TO BE REPRESENTED BY:

IF YOU DESIRE TO BE REPRESENTED BY:

MARK AN X ON THIS BALLOT IN ONE SQUARE ONLY

IF YOU DESIRE TO BE REPRESENTED BY:

Ulster County Unit of the
Ulster County Chapter of
The Civil Service Employees
Association, Inc.



THIS IS A SECRET BALLOT AND MUST NOT BE SIGNED

This allegation is substantiated by the evidence and raises a legal question. The practice of the National Labor Relations Board is that the distribution of a Board sample ballot that has been altered for campaign purposes is grounds for setting aside an election. The reasoning of the NLRB is that, "The reproduction of a document that purports to be a copy of the Board's official secret ballot, but which in fact is altered for campaign purposes, necessarily, at the very least, must tend to suggest that the material appearing thereon bears this Agency's approval." Allied Electric Products, Inc., 109 NLRB 1270 (1954)⁴. This approach has been sustained by the 7th Circuit, which stated in NLRB v. Clarytone Manor, Inc., 479 F2d 976 (1973):

"While the thought might be ventured that the likelihood is rather minimal of most laboring people today being fooled by the use of copies of official documents into thinking that the Board is thereby expressing approval of one party or the other, and while the Allied rule would seem arguably not to pay proper deference to the native intelligence of people and their intuitive ability to discern deception such as this would be, nevertheless, we cannot quarrel with the genuine concern of the Board even with the appearance of the misuse of its processes to secure partisan advantage."

We share the 7th Circuit's skepticism regarding the reasoning behind the NLRB's Allied rule. We are not persuaded that any reasonable voters would have been misled by the distribution of the altered sample ballot into believing that PERB endorsed CSEA.⁵

⁴ This decision overruled earlier NLRB decisions on this point.

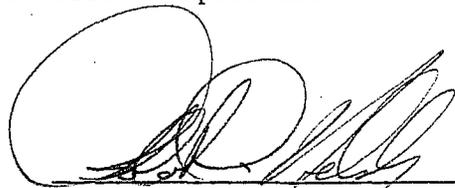
⁵ Only last month in a different context the United States Supreme Court found that employees can be expected to see through statements made during a union organizing campaign that are "merely rhetorical hyperbole". Old Dominion Branch No. 496, National Association of Letter Carriers, AFL-CIO v. Austin, ___ US ___.

Not convinced that the issuance of the altered sample ballot could have affected the outcome of the election, we dismiss this objection. Nevertheless, in order to insure that elections are conducted in the fairest possible manner, we deem it desirable to insulate PERB forms and documents from any partisan use in an election campaign. Accordingly, we plan to promulgate a rule in the future prohibiting the use by any party of any copy of our official ballot other than one completely unaltered in form and content and clearly marked "sample" on its face and, upon objection validly filed we will, after promulgation of the rule, set aside the results of any election in which the successful party has violated this rule.⁶

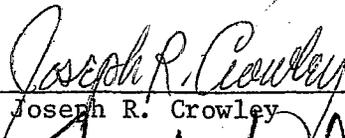
NOW, THEREFORE, WE DISMISS SEIU's objections to the conduct of the election and conduct affecting the results of the election, and

WE CERTIFY CSEA as the exclusive negotiating representative of all employees of the County of Ulster other than elected or appointed officials, all department heads and all deputies of the sheriff's department.

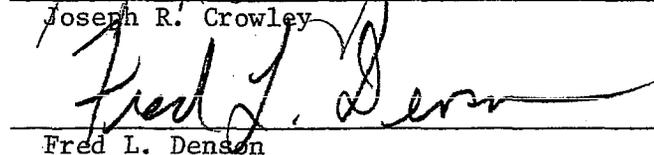
Dated: Albany, New York
August 2, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

⁶ Absent impact on the voters, we decline to set an election aside ex post facto on the basis of our objection to the misuse of our forms.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #1D-8/2/74
SERVICE EMPLOYEES INTERNATIONAL UNION, :
AFL-CIO, :
Petitioner, :
- and - :
COUNTY OF ULSTER, : Case No. C-1064
Employer, :
- and - :
ULSTER COUNTY CHAPTER OF CSEA, :
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 ULSTER COUNTY CHAPTER OF CSEA

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 county employees

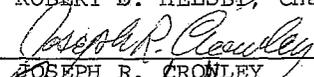
Excluded: Elected or appointed officials, all department heads, and all deputies of the Sheriff's Department.

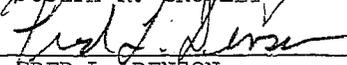
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with ULSTER COUNTY CHAPTER OF CSEA

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 2nd day of August, 1974.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON