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State of New York Public Employment Relations Board Decisions from December 5, 1975

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from December 5, 1975

Keywords

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-12/5/75

In the Matter of :

CITY SCHOOL DISTRICT OF THE CITY OF BINGHAMTON :

BOARD DECISION AND ORDER

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

CASE NO. E-0273

This matter comes to us on the exceptions of the Binghamton City School District Administrative-Supervisory Association, Local 23, School Administrators and Supervisors Organizing Committee, AFL-CIO (Local 23) to a decision of the Director of Public Employment Practices and Representation (Director) determining that six employees of the Binghamton City School District (District) are managerial. The six positions determined to be managerial are:

Director of Secondary Education
Director of Elementary Education
Director of Physical Education
Director of Special Educational Services
Director of Occupational Education, and
Director of Attendance.

The determination was made upon the application of the District.

Seven exceptions are specified. They all go to findings of fact or conclusions of law that are incidental to the ultimate conclusion of the Director, to wit, that the six positions are all managerial.

Civil Service Law §201.7(a) sets forth the criteria pursuant to which an employee may be designated managerial. The relevant language is:

"Employees may be designated as managerial only if they are persons (i) who formulate policy or (ii) who may reasonably be required on behalf of the public employer to assist directly in the preparation for and conduct of collective negotiations or to have a major role in the administration of agreements or in personnel administration provided that such role is not of a routine or clerical nature and requires the exercise of independent judgment."

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The Director's decision aroused considerable interest. The District and Local 23 submitted written and oral arguments. Positions were also submitted by the Council of Administrators and Supervisors, Local 12, SASOC, AFL-CIO and the Buffalo Council of Supervisors and Administrators, both of which had obtained permission to appear amicus curiae. As is apparent from the fact that there are three separate opinions in this case, it also aroused unusual interest within the Board. The record of proceedings and the arguments of the parties have been studied with particular care.

In his statement of facts, the Director accurately sets forth the relevant duties and responsibilities of the six positions. On those facts, he concluded that none of the six positions in question involves employee relations or personnel activities of the District to an extent that would satisfy the requirements of the statute for designation as managerial. We are unanimous in confirming this conclusion. We are also unanimous in determining that none of the six positions qualifies as confidential from the point of view of employee relations or personnel administration. The decision of the Director that the six positions are managerial is based solely upon his conclusion that the job duties inherent in the positions include the formulation of policy. Unlike the standards under (ii) of the statute, the formulation of policy standard is not qualified by reference to employee relations or personnel administration. In the Matter of State of New York, 5 PERB 3001 (1972) we wrote at p. 3005:

"Criterion One - Formulation of policy.

This criterion is but one of four criteria established by the Legislature for designating persons as managerial. The other three criteria are limited to labor relations functions or responsibilities of the public employer. Thus, it would appear to have been the intent of the Legislature that persons who formulate policy may be designated managerial even though they do not exercise a labor relations function."

The Director stated our understanding of the concept of formulation of policy accurately in his reference to our decision, In the Matter of the State of New York, 5 PERB 3001, 3005 (1972):

"A person 'formulates policy,' PERB has stated, if he inter alia participates with regularity in the essential process which results in a policy proposal and the decision to put such a proposal into effect (footnote omitted). 'Policy' is 'the development of the particular objectives' in the fulfillment of the employer's mission and of the 'methods, means and extent of achieving such objectives.'"

Apparently this statement is not clear enough to resolve the issue before us; although we are in agreement on the facts concerning the work required of and performed by the six employees, we are in disagreement as to whether or not that work constitutes formulation of policy. According to my understanding of that criteria, I agree with Chairman Helsby that five of the six positions in question involve formulation of policy and are, therefore, managerial; I agree with Member Denson that the Director of Attendance does not formulate policy and, therefore, is not a managerial employee.

I first address myself to the five positions that, I conclude, involve formulation of policy - the Director of Secondary Education, the Director of Elementary Education, the Director of Physical Education, the Director of Special Educational Services, and the Director of Occupational Education. In Board of Education, Beacon Enlarged City School District, 4 PERB 4344 (1971), the Director wrote (at p. 4349):

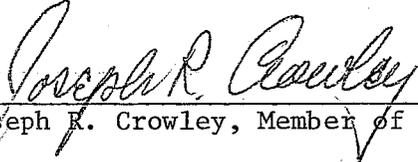
"Only the Board of Education is ultimately empowered to make policy for the school district. It is regularly joined in its deliberations, both in executive sessions and otherwise, by the superintendent and the business administrator. Both these individuals are in a position to take a broad overview of the district's problems, goals, and capabilities because of their district-wide jurisdiction. There is no doubt that they have a direct and powerful influence on policy formulation. The principals, however, have an altogether different type of involvement in the policy-making process. Their spheres of influence are building, not district wide." 4059

This analysis is sound. The evidence in the record indicates that in the instant case each Director has a major districtwide responsibility for a different aspect of the educational program of the District. Each in his sphere of responsibility selects among options and determines the direction that the District takes in the fulfillment of its mission. Each in his sphere of responsibility is a consultant to the Superintendent and the Superintendent relies heavily upon his advice and counsel. The administrative structure of the District is designed so that it is inherent in the five positions that the Superintendent should rely upon the incumbents and the record makes it clear that the recommendations of the five Directors are usually adopted. For example, the Director of Secondary Education is responsible for the establishment and revision of curricula in the various subject areas of secondary education and this Director did revise the English curriculum for the entire District. Admittedly, the Director did not act in vacuo, but worked with a committee which was chaired by the Director, who directed the work product of such committee. The Director's recommendation was submitted to the Superintendent who, as in most other instances, endorsed and recommended the Director's proposals to the Board wherein the Director's recommendations were adopted. These Directors have been placed in a position by the Board wherein they are delegated the responsibility of considering the districtwide problems and matters of concern in their area of responsibility and to formulate policy, subject to the Board's approval, to resolve and deal with such problems or concerns. Thus, there is no doubt that the above five Directors had a definitive role in policy formulation for the School District. These circumstances satisfy me that the five Directors participate in the formulation of policy to the extent that satisfies the statutory criterion. I do not understand the criterion to apply only to employees who can make final and absolute policy decisions.

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I reject the Director's conclusion and that of Chairman Helsby that the Director of Attendance formulates policy. To me, the sum of the record evidence is that the Director of Attendance has limited opportunity to select among options and determine the direction that the District takes in the sphere in which he operates. The record herein is barren of evidence that this Director has the involvement in District policy formulation that characterizes the responsibility of the other five Directors. I do not intend to minimize or demean his responsibilities, for they are important, as indeed are the responsibilities of principals, department chairmen and teachers. All are important components in the rendition of educational services to the children of the district. However, his duties - such as census-taking, attendance enforcement with related court appearances - do not evince the necessary aspects of policy formulation; rather, his duties appear to be primarily ministerial.

Dated: Albany, New York
December 5, 1975



Joseph R. Crowley, Member of the Board

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DECISION OF CHAIRMAN ROBERT D. HELSBY CONCURRING IN PART AND
DISSENTING IN PART

With both of my associates, I confirm the findings of fact of the Director. Moreover, I would confirm all the Director's conclusions of law for the reasons specified in his decision. In my judgment, each of the six positions involves the formulation of policy; each of the six Directors has a major districtwide responsibility for a different aspect of the educational program of the District. In his concurring opinion, Member Denson indicates his understanding of CSL §201.7 as precluding representation rights for employees who (i) formulate labor relations policy or who (ii) implement labor relations policy. In my judgment, this is a misconstruction of CSL §201.7 as is evidenced by the plain meaning of the words of the statute. Subparagraph (ii) is emphatic in its application to, and only to, persons performing substantial labor relations functions. It is noteworthy, however, that subparagraph (i) relates to persons "who formulate policy" and lacks any reference to labor relations responsibilities. It is, therefore, clear that the language, "persons who formulate policy," is a reference to the top leadership of the employer, that is, persons who formulate policy regarding the mission of the government involved. In the case of a school district, this means the formulation of educational policy.

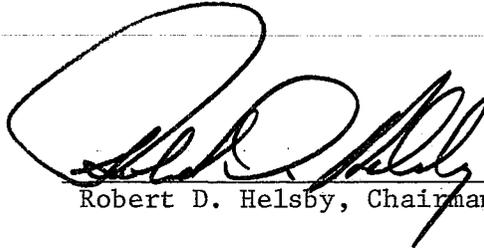
Although the statute does not indicate that a minimum proportion of the total staff of a public employer should be designated managerial or confidential, I am, nevertheless, impressed by the District's argument that, unless the decision is confirmed, it will be left with too small a complement of managerial employees through which to operate effectively. The District is persuasive when it argues "that the Binghamton City School District which is responsible for the education of 10,000 children, with a budget of \$16,000,000,

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with 800 full time employees and several hundred part time employees, 14 school buildings, faced with three strong union bargaining groups as adversaries and with hundreds of managerial decisions to make was not expected by the legislature to function effectively with only four management people."

I would affirm the decision of the Director in its entirety.

Dated: Albany, New York
December 5, 1975



Robert D. Helsby, Chairman of the Board

DECISION OF BOARD MEMBER FRED DENSON CONCURRING IN PART AND DISSENTING IN PART:

I disagree with the basic understanding of the Taylor Law that my colleagues have applied in this case. They both reason that the statutory criteria for the designation of persons as managerial: "formulation of policy" is not limited to the formulation of labor relations policy. This understanding was first articulated by them In Matter of New York State, 5 PERB 3001 (1972).¹ Well-established principles of statutory interpretation and the fact that the Taylor Law is a labor relations statute leads me to the conclusion that the statutory reference in CSL §201.7(a)(i) to persons "who formulate policy" in the definition of managerial employees is applicable only to those employees who formulate labor relations policy. The rest of the definition of managerial employees as set forth in CSL §201.7(a)(i) is applicable to persons who implement labor relations policy. It is my further opinion that CSL §201.7(a)(i) lacks sufficient specificity for it to provide a standard against which employees can be measured to determine whether there is a clear exercise of managerial responsibility. It is not clear whether it is applicable to those who might be involved in the formulation of educational or other types of policy other than labor relations policy. This lack of specificity occasions considerable uncertainty.

In the State of New York decision already referred to by me and relied upon by my colleagues, this Board stated (at page 3004):

"It [the Legislature] expressed a legislative caution to this Board that the statutory criteria should be applied conservatively in order to preserve existing negotiating units. Only in the event of a very clear

¹ My colleagues cite with approval the opinion of the Director of Public Employment Practices and Representation in the Beacon case, 4 PERB 4344 (1971), which was the first litigated case relating to the then newly enacted provision excluding managerial employees. In that case the Director raised the question of "whether the statutory reference to 'policy' should be construed narrowly so as to equate it merely to 'labor relations policy.'" He did not find it necessary to answer his question in that case, having found that the allegedly managerial employees did not formulate policy in any area on behalf of the employer.

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." (emphasis added)

This legislative caution that the language defining managerial employees be narrowly construed was given even further emphasis this year when Chapter 854 of the Laws of 1975 was enacted.

The definition of managerial employees in terms of formulation of policy lacks specificity in at least two respects. First, it fails to indicate the type or scope of policy to be formulated, that is, it does not indicate whether it pertains to labor relations policy, education policy, or some other type of policy. Second, it does not specify the level or extent of policy formulation.

The situation with which we are confronted may be unique to educational institutions. In them, it is the rule rather than the exception, for the majority of professional employees who are employed within the system to "formulate policy".² While CSL §§202 and 203 grant public employees certain organizational rights, CSL §201.7(a)(i) seemingly permits the divestment of those rights for those who formulate any type of policy. My colleagues apparently understand CSL §201.7(a)(i) to divest the organizational rights of employees who formulate educational policy, but only if educational policy is exercised on a districtwide basis. I am of the opinion that their reading of CSL §201.7(a)(i) is still too broad and that it violates basic

² See Board of Higher Education of the City of New York, 7 PERB 3042, for an extensive discussion of the concept of collegiality, governance, shared authority and other policy-making roles of such employees.

principles of statutory interpretation. A statute should be construed in a manner that reconciles apparent inconsistencies within its framework (McKinney's Statutes §98). It follows that where there are seemingly conflicting provisions within the Taylor Law, it is contingent upon this Board to ascertain and carry out the intent of the Legislature (McKinney's Statutes §92a). The words, "formulate policy," are not superfluous verbiage placed in the statute by the Legislature, since there is a strong presumption that each clause in the statute is there for a reason and is there for some meaning (McKinney's Statutes §98). The Taylor Law is a labor relations statute; it is not a statute which deals with the operation of school systems, municipalities or any other public agency except with respect to the labor relations program of that agency. By implication, the term, "formulates policy," relates only to the formulation of labor relations policy, whereas the requirements set forth in CSL §201.7(a)(ii) -- that is, rendering direct assistance in the preparation for negotiations, involvement in the administration of agreements or personnel administration -- relate to the implementation of labor relations policy.

The purpose of the Legislature in enacting the Taylor Law was to provide a statutory scheme to promote harmonious labor relations between governments and their employees (CSL §200). In enacting the 1971 amendments to CSL §201.7 the Legislature intended to preserve Taylor Law protections for the largest number of employees it could consistent with denying organizational rights to persons who formulate or implement labor relations policies. The performance of some employees of management functions not related to the public employer's labor relations program does not preclude the inclusion of those employees within a negotiating unit. There is no logical reason for excluding such employees from the protections of the Taylor Law merely because they formulate educational policy on a districtwide basis. Neither is there any

logical reason why the six employees herein may not be part of the "management team" for all matters not related to employee relations and yet retain their status as members of the negotiating unit.

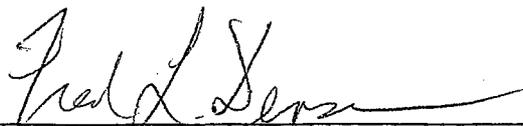
The application of the aforementioned basic principles of statutory interpretation leads me to a different result than that reached by my colleagues, but there are other persuasive reasons why CSL §201.7(a)(i) is not applicable to employees who formulate educational policy. The formulation of educational policy is an inherent part of the professionalism exercised by teachers, as well as by administrators employed in an educational institution. Usually a board of education and its superintendent of schools formulate both educational and labor relations policy. Assistant superintendents and principals may also be involved to some extent in the formulation of both types of policy. Department heads, however, are usually involved in the formulation of educational policy, but are not likely to be involved in the formulation of labor relations policy. Even a classroom teacher formulates educational policy when he structures his classroom curricula, draws up his course outlines and lesson plans and otherwise exercises the academic freedom inherent within the teaching process, to say nothing of his occasional participation on academic committees. Obviously the formulation of educational policy occurs at all levels of the educational system, whereas the formulation of labor relations policy usually occurs only at the higher echelons.

My colleagues' opinions create the danger that an employer could successfully submit applications to designate as managerial every teaching or administrative employee in a school system based upon their formulation of policy as that term is loosely used in CSL §201.7(a)(i), thereby depriving such employees of their statutory rights granted by §§202 and 203 of the Taylor Law. That this was not the intent of the Legislature is clearly the

statement of legislative intent included in Chapter 504 of the Laws of 1971 and Chapter 854 of the Laws of 1975. These enactments specify a strong legislative policy to preserve the organizational rights of public employees who might be designated managerial and to preserve existing negotiating units. In the instant case the six positions make up 23% of an existing unit of supervisory and administrative personnel and one of the positions is held by an employee who is president of the employee organization.

The record indicates that a primary purpose of the employer's application seeking to have the six positions designated as managerial is to give the superintendent additional assistance in negotiations with other units in the school system. It may well be that a school system the size of the one operated by the District requires additional managerial personnel to deal "with three strong union bargaining groups as adversaries", and "with 800 full time employees and several hundred part time employees". If it requires managerial employees for this purpose, those employees should have employee relations and personnel administration responsibilities. The six positions in question do not involve such responsibilities at this time. Should the positions be restructured to include those responsibilities, a new application could be made at some appropriate future time, but as the positions are presently structured, I would reject the District's application.

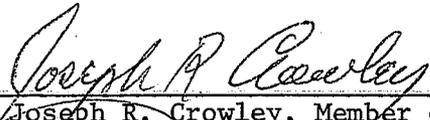
Dated: Albany, New York
December 5, 1975.


Fred L. Denson, Member of the Board

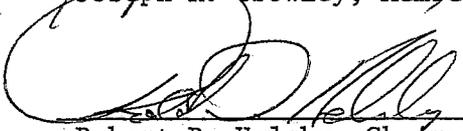
NOW, THEREFORE:

1. The application of the District is granted with respect to:
 - A. the Director of Secondary Education,
 - B. the Director of Elementary Education,
 - C. the Director of Physical Education,
 - D. the Director of Special Educational Services,
 - E. the Director of Occupational Education;

Dated: Albany, New York
December 5, 1975



Joseph R. Crowley, Member of the Board

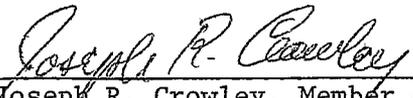


Robert D. Helsby, Chairman of the Board

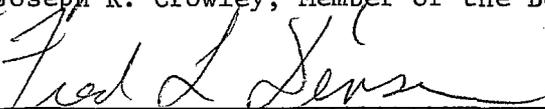
and

2. the application is dismissed with respect to the
Director of Attendance.

Dated: Albany, New York
December 5, 1975



Joseph R. Crowley, Member of the Board



Fred L. Denson, Member of the Board

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-12/5/75

In the Matter of

QUEENS BOROUGH PUBLIC LIBRARY,

Respondent,

- and -

QUEENSBOROUGH PUBLIC LIBRARY GUILD, LOCAL
1321, DISTRICT COUNCIL 37, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO,

Charging Party.

:
: BOARD DECISION AND ORDER

:
: CASE NO. U-1494

On August 25, 1975 a hearing officer found that the Queens Borough Public Library (Library) violated CSL Section 209-a.1(d) in that it

"failed to negotiate in good faith by unilaterally withdrawing the second bonus¹ day in 1974 which should be remedied by its continuing unchanged during negotiations [with Queensborough Public Library Guild, Local 1321, AFSCME, AFL-CIO (Local)] for a successor contract the prior practice, and making whole its employees for the loss of the bonus day in 1974."²

He recommended that the Library be ordered to negotiate in good faith.

The Library has specified seventeen exceptions to the hearing officer's decision and recommended order. These exceptions fall into four categories:

1. The conduct that allegedly violates the Taylor Law would be a violation only by reason of being a contract violation too. That contract has an arbitration clause; thus the hearing officer erred by not deferring to the grievance-arbitration provision of the contract.

¹ The employees had also enjoyed another bonus holiday when the Library was closed on December 24. This practice was continued on December 24, 1974.

² The hearing officer dismissed so much of the Local's charge as alleged that the Library's conduct constituted a violation of CSL §§209-a.1(a) and (c). There have been no exceptions to this aspect of the hearing officer's decision.

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2. The unilateral action of the Library in withdrawing a bonus day in 1974 did not alter any term or condition of employment because the granting of the bonus day in past years had been a discretionary and gratuitous act of the Library and, thus, was "a matter solely within its discretion."
3. The Local waived its negotiations rights regarding the retention of the bonus holiday.
4. The remedy proposed by the hearing officer exceeds PERB's remedial authority under CSL §205.5(d) as interpreted by the Court of Appeals in Jefferson County Board of Supervisors v. PERB, 36 N.Y. 2d 534 (1975).

Having reviewed the record and read the briefs of the parties, we confirm the material findings of fact and the conclusions of law of the hearing officer.

FACTS

For over twenty years prior to December 1974, employees of the Library had enjoyed a floating bonus holiday to be taken during a period from late November through early the following January. The previous year the floating bonus holiday was granted for the period November 17, 1973 through January 5, 1974. On November 7, 1974, while the Library and the Local were in negotiations for a successor to their contract covering the period from February 1, 1971 to August 31, 1973, the Library announced that it would grant one bonus holiday that year by closing on December 24, 1974; it explained that it was not granting the second bonus holiday that year because of economic concerns. The expired contract between the Library and the Local provided for eleven paid holidays; it contained neither a reference to the two bonus holidays nor a past practices clause. A management clause provided:

"1. The parties agree that the Library has all the customary and usual rights, powers and functions of management, except those rights, powers, functions or authority which are expressly abridged or modified by the written terms of the Agreement.

"2. The Library...is vested with...all rights not otherwise covered by the terms of this Agreement, including but not limited to the following: the right to determine its services, staffing and the scheduling thereof, including the hours of performing these services...the right to schedule, transfer, promote and demote employees;...."
(emphasis added)

DISCUSSION

The Library's first group of exceptions is that the issue is one of contract rights and that the hearing officer should have deferred to grievance arbitration. As there is no contract language specifically dealing with the bonus holidays, the Library's position is that the management rights clause of the contract constitutes a waiver. This is not the kind of contract dispute which we defer to arbitration. The hearing officer quoted from a dissenting opinion of Member Crowley in Matter of Town of Orangetown, 8 PERB 3069, 3072 (1975) to the effect that this Board will take jurisdiction of a charge that an employer has unilaterally withdrawn a benefit not provided for in a contract even though the employer relies upon a provision of the contract for a right to do so or as constituting a waiver by the employee organization of its right to negotiate over the matter. The position of the other two members of this Board in Orangetown was to accept that position of Member Crowley a fortiori.

The Library's second group of exceptions is that the bonus holiday was a gratuitous gift of the Library and thus not a term or condition of employment. In support of this position, the Library cites two private sector cases for the proposition that a gift from an employer to his employees may not be remuneration for those employees and, if not, it is not a term and condition of employment. The two cases cited by the Library, NLRB v. Wonder State Manufacturing Company, 344 Fed.2d 210 (8th Cir 1975), and Hoover, Ball and

Bearing Co., 187 NLRB #56, 76 LRRM 1046 (1970), are distinguishable from the instant case on their facts. The first case involved Christmas bonuses. The court found that there had been no consistency or regularity in the awarding of the bonuses, which had been given intermittently, dependent upon the financial condition of the employer; they were given in three of the five years preceding the commencement of this case. The second case involved Christmas gifts which changed from year to year, were nominal in amount, and were mailed to the employees' homes. The bonus holiday in the instant case is of considerable value and has been furnished consistently over an extended period of time. A holiday that is consistently enjoyed by employees over an extended period of time is a term and condition of employment. The related arguments made by the Library that the employees understood the granting of the holiday to have been a discretionary and gratuitous act of the employer either go to the question of waiver or are irrelevant. If the gravamen of the argument is that the union acquiesced in the gratuitous nature of the employer's conduct, the issue is one of waiver. If it is that individual employees so acquiesced, the argument is irrelevant as it is the Local, and not the employees that has a protected right to negotiate.

The third group of exceptions raise the question of waiver directly. They argue that during negotiations for the 1971-73 contract, the Local had sought to negotiate over the bonus holidays and that it had dropped its demand. The Local's demand had been that bonus days should be added to annual leave. It dropped that demand in the face of resistance by the Library. The dropping of that demand, however, did not indicate acquiescence in the position of the Library that the continuation of the bonus holiday as it was constituted a gratuity (see Matter of Board of Education of the City School District of the City of New York, 8 PERB 3013 [1975]). We have consistently held that a waiver of a right to negotiate must be explicit. There was no such explicit

waiver by the Local of its right to negotiate concerning the continuation of the floating bonus holiday.

A final exception is that the hearing officer's recommended remedy exceeds PERB's remedial authority and may not be enforced. Underlying this exception is a failure to distinguish between the remedial order authorized to PERB -- which is a direction in haec verba that the parties negotiate in good faith -- and an explanation of the nature of the violation that justifies that order. In the instant case, the hearing officer described the violation as being the unilateral denial to its employees of the floating bonus holiday effective November 7, 1974, and he indicated that the violation could be corrected by the restoration of the status quo ante. His proposed order, however, was limited to a direction that the Library negotiate in good faith. We confirm that order.

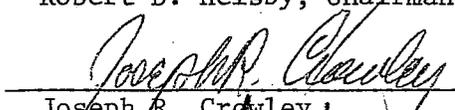
NOW, THEREFORE, in accordance with the above findings of fact and conclusions of law, and in view of the specific violation of the Act we have found to have occurred,

IT IS ORDERED that the Queens Borough Public Library negotiate in good faith with the Queensborough Public Library Guild, Local 1321, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO.

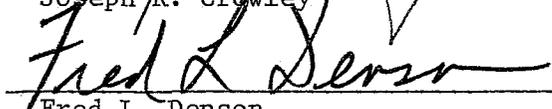
Dated: Albany, New York
December 5, 1975



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

4074

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-12/5/75

In the Matter of :
GRIFFITH INSTITUTE AND CENTRAL SCHOOL FACULTY : Case No. D-0107
ASSOCIATION, LOCAL 2696, AFT, NYSUT : BOARD DECISION
 : & ORDER
 :
upon the Charge of Violation of Section 210.1 :
of the Civil Service Law. :
 :

On September 30, 1975, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Springville - Griffith Institute Central School District on September, 15, 16, 17, 18 and 19, 1975. This is the second instance involving a strike violation charged against the teachers employed by this school district (see 4 PERB 3678).

The Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT agreed not to contest the charge. It therefore did not file an answer and thus admitted the allegations of the charge. Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT joined the Charging Party in recommending a penalty of indefinite suspension of respondent's dues checkoff privileges provided, however, that the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT may apply to this Board after December 31, 1976 for restoration of such dues deduction privileges upon fulfillment of the

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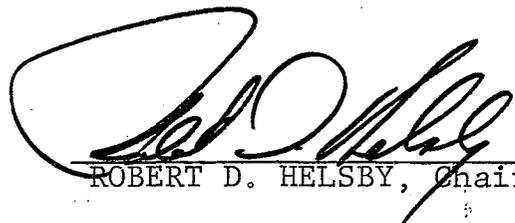
conditions of our Order, hereinafter set forth. The annual dues of the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT are deducted in installments during the ten month period from September 1, through June 30.

On the basis of the charge unanswered, we determine that the recommended penalty is a reasonable one.

We find that the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT be suspended indefinitely, commencing with the first pay check in January, 1976, provided that the Griffith Institute and Central School Faculty Association, Local 2696, AFT, NYSUT may apply to this Board at any time after December 31, 1976 for the restoration of such dues deduction privileges, such application to be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of Section 210 of the Civil Service Law since the violation herein found, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g).

Dated: Albany, New York
December 5, 1975



ROBERT D. HELSBY, Chairman 4076

Joseph R. Crowley

JOSEPH R. CROWLEY

Fred L. Denson

FRED L. DENSON

4077

In the Matter of	:
	:
	:
	: Case No. D-0114
	:
BALLSTON SPA EDUCATION ASSOCIATION	: BOARD DECISION
	: & ORDER
upon the Charge of Violation of Section 210.1	:
of the Civil Service Law.	:

On October 7, 1975, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Ballston Spa Education Association had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Ballston Spa Central School District on September 19, 22, 23, 24 and 25, 1975. This is the second instance involving a strike violation charged against the teachers employed by this school district (see 4 PERB 3695).

The Ballston Spa Education Association agreed not to contest the charge. It therefore did not file an answer and thus admitted the allegations of the charge. The Ballston Spa Education Association joined the Charging Party in recommending a penalty of indefinite suspension of respondent's dues checkoff privileges provided, however, that the Ballston Spa Education Association may apply to this Board after December 31, 1976 for restoration of such dues deduction privileges upon fulfillment of the conditions of our Order, hereinafter set forth. The annual dues of the Ballston Spa Education Association are deducted in installments during the ten month period from September 1, through June 30.

On the basis of the charge unanswered, we determine that the recommended penalty is a reasonable one.

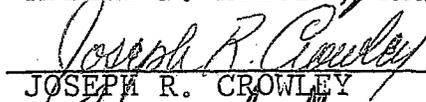
We find that the Ballston Spa Teachers Association violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of the Ballston Spa Education Association be suspended indefinitely, commencing with the first pay check in January, 1976, provided that the Ballston Spa Education Association may apply to this Board at any time after December 31, 1976 for the restoration of such dues deduction privileges, such application to be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of Section 210 of the Civil Service Law since the violation herein found, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g).

Dated: Albany, New York
December 5, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-12/5/75

In the Matter of : Case No. D-0115
NIAGARA FALLS TEACHERS : BOARD DECISION
upon the Charge of Violation of Section 210.1 : & ORDER
of the Civil Service Law. :

On October 7, 1975, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Niagara Falls Teachers had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the City School District of the City of Niagara Falls on September 22, 23, 24, 25 and 26, 1975. This is the second instance involving a strike violation charged against the teachers employed by this school district (see 4 PERB 3744).

The Niagara Falls Teachers agreed not to contest the charge. It therefore did not file an answer and thus admitted the allegations of the charge. The Niagara Falls Teachers joined the Charging Party in recommending a penalty of indefinite suspension of respondent's dues checkoff privileges provided, however, that the Niagara Falls Teachers may apply to this Board after December 31, 1976 for restoration of such dues deduction privileges upon fulfillment of the conditions of our Order, hereinafter set forth. The annual dues of the Niagara Falls Teachers are deducted in installments during the ten month period from September 1 through June 30.

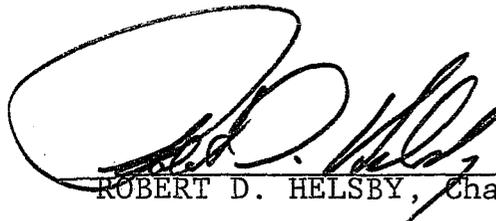
4080

On the basis of the charge unanswered, we determined that the recommended penalty is a reasonable one.

We find that the Niagara Falls Teachers violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of the Niagara Falls Teachers be suspended indefinitely, commencing with the first pay check in January, 1976, provided that the Niagara Falls Teachers may apply to this Board at any time after December 31, 1976 for the restoration of such dues deduction privileges, such application to be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of Section 210 of the Civil Service Law since the violation herein found, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g).

Dated, Albany, New York
December 5, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

4081

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

#2F-12/5/75

In the Matter of the : Case No. D-0119
STARPOINT TEACHERS ASSOCIATION : BOARD DECISION
upon the Charge of Violation of Section 210.1 : & ORDER
of the Civil Service Law. :

On October 29, 1975, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Starpoint Teachers Association had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Starpoint Central School District on October 14, 15, 16, 17, 20 and 21, 1975.

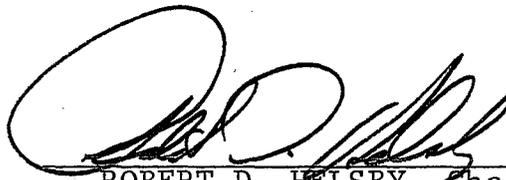
The Starpoint Teachers Association agreed not to contest the charge. It therefore did not file an answer and thus admitted the allegations of the charge. The Starpoint Teachers Association joined the Charging Party in recommending a penalty of loss of dues checkoff privileges for 50% of its annual dues. The annual dues of the Starpoint Teachers Association are deducted in equal installments during the ten month period from September through June.

On the basis of the charge unanswered, we determine that the recommended penalty is a reasonable one.

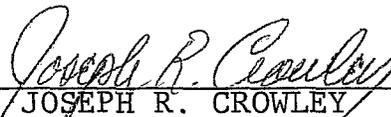
We find that the Starpoint Teachers Association violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of the Starpoint Teachers Association be suspended, commencing with the first pay check in January, 1976, and continuing through June 30, 1976, or for such period of time during which 50% of its annual dues would otherwise be deducted. Thereafter, no dues shall be deducted on its behalf by the Starpoint Central School District until the Starpoint Teachers Association affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

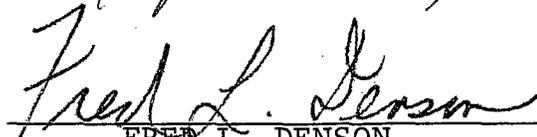
Dated, Albany, New York
December 5, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

#2G-12/5/75

In the Matter of the :
ORCHARD PARK TEACHERS ASSOCIATION : Case No. D-0122
Upon the Charge of Violation of Section 210.1 : BOARD DECISION
of the Civil Service Law. : & ORDER

On November 13, 1975, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Orchard Park Teachers Association had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Orchard Park Central School District on October 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, November 3, 4, 5, 6 and 7, 1975.

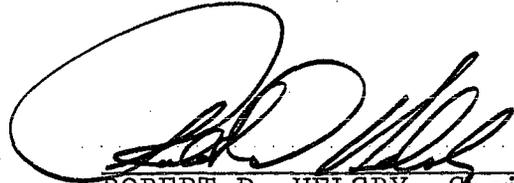
The Orchard Park Teachers Association agreed not to contest the charge. It therefore did not file an answer and thus admitted the allegations of the charge. The Orchard Park Teachers Association joined the Charging Party in recommending a penalty of loss of dues checkoff privileges for 100% of its annual dues. The annual dues of the Orchard Park Teachers Association are deducted in equal installments during the ten month period from September through June.

On the basis of the charge unanswered, we determine that the recommended penalty is a reasonable one.

We find that the Orchard Park Teachers Association violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of the Orchard Park Teachers Association be suspended, commencing with the first pay check in January, 1976, and continuing through December 31, 1976, or for such period of time during which 100% of its annual dues would otherwise be deducted. Thereafter, no dues shall be deducted on its behalf by the Orchard Park Central School District until the Orchard Park Teachers Association affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

Dated: Albany, New York
December 5, 1975


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

4085

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2H-12/5/75

In the Matter of : Case No. I-0029
THE COMMITTEE OF INTERNS AND RESIDENTS :
to review the Implementation of the Provisions :
and Procedures enacted by the County of Nassau :
pursuant to Section 212 of the Civil Service :
Law. :

On September 29, 1975, the Committee of Interns and Residents (CIR) filed a petition with this Board to review the implementation of the provisions and procedures of the Nassau County Public Employment Relations Board (local board) pursuant to section 203.8 of this Board's Rules of Procedure. The petition alleged that a decision of the local board, which adopted a hearing officer's report and recommendation denying CIR's petition in a representation proceeding, "is not substantiated by the evidence and was reached by applying standards, provisions, and procedures not substantially equivalent" to those set forth in Article 14 of the Civil Service Law and PERB's Rules of Procedure. Petitioner also contends that the decision of the local board violated the standards provided in section 207.1 of the Civil Service Law for defining the appropriate employer-employee negotiating unit, and that the decision and order relied in part upon the determination of a question that was not before the local board in violation of Article 14.

The petitioner's claim is based on a decision of the local board dated July 3, 1975, affirming a hearing officer's Report and Recommendation dated May 13, 1975, which denied CIR's petition for certification and decertification. Hearings were held before the local board's Hearing Officer John F. Coffey, Esq., on September 27, 1974, October 24, 1974, November 14 and 15, 1974; and before the full board on June 30, 1975. This Board has been furnished a copy of the transcript for each date of hearing and also with copies of the hearing officer's Report and Recommendation and the local board's Decision and Order.

On October 23, 1975, the local board submitted a response to the petition stating, inter alia, that the local board fully complied with and properly implemented Article 14 of the Civil Service Law in making its substantive determination. In addition, an answer supported by a memorandum of law was filed by the County Attorney of Nassau County requesting that the instant petition be dismissed in that "the Nassau County PERB followed all of its statutory and promulgated procedural and substantive requirements in conducting the proceedings before it."

On November 28, 1975, the petitioner submitted a reply and requested oral argument. We have concluded that oral argument is not necessary.

In relation to the filing of a petition to review the implementation of local government provisions and procedures, section 203.8(b) of this Board's Rules of Procedure, provides that

such petition be filed "within sixty days" after occurrence of the "act complained of". Since the "act complained of" in this matter is the Decision and Order of the local board dated July 3, 1975, it is apparent that the petition filed with this Board on September 29, 1975 is not within the sixty day time limitation and must be dismissed.

However, even if the instant petition were timely filed, it would be dismissed nevertheless. Petitioner's contentions do not relate to any procedural matter, but rather to the merits of the local board's unit determination. As we stated several years ago, and recently reaffirmed, we would apply the following standard in reviewing contentions relating to the merits of a unit determination:

"The decisions made by the local board on September 4, 1968 reflect careful consideration of the issues and may be deemed to reflect that board's best judgment within the guidelines set forth in the statute. It is not contemplated that this Board's function of reviewing such determination is intended as a method by which this Board might substitute its judgment for that of the local board in such representation proceedings." (New York State Nurses Assn., 1 PERB 3247 (1968); see also Nassau County Correction Officers Benevolent Association, Inc., 8 PERB ¶3068 (1975).

The basic thrust of petitioner's argument is that by reason of a unique community of interest, the standards of the statute and decisions of this Board mandate a separate negotiating

unit for interns and residents. We have never rendered any such decision, nor is there any policy of this Board which would require a separate negotiating unit for interns and residents. We may note, only by way of illustration, a recent decision by the Director of Public Employment Practices and Representation denying a petition seeking to fragment an overall county unit so as to establish a unit of interns and residents employed at one facility, Matter of County of Erie (Edward J. Meyer Memorial Hospital), 8 PERB ¶4045. This is not to say, of course, that we might not determine that in a specific situation, a separate unit of interns and residents would be "most appropriate". Certainly in an implementation proceeding, we are not prepared to say that the statute required the local board to establish a separate unit of interns and residents in this case.

It appears from the hearing officer's report, adopted by the local board, that the local board took into consideration the statutory criteria in arriving at its unit determination. The decision reflects the local board's "best judgment within the guidelines set forth in the statute". The record shows that the hearing was conducted in a fair manner and that the petitioner was afforded ample opportunity to present whatever evidence it desired to offer. Therefore, we cannot find that the provisions and procedures enacted by Nassau County have not been implemented by the

Nassau County Public Employment Relations Board in a manner substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law and the Rules of Procedure of this Board.

In view of the foregoing, it is

ORDERED that the petition of the Committee of Interns and Residents be, and the same hereby is, dismissed.

Dated, Albany, New York
December 5, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON



NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
50 WOLF ROAD
ALBANY, NEW YORK 12205
December 5, 1975

BOARD MEMBERS
ROBERT D. HELSBY
CHAIRMAN
JOSEPH R. CROWLEY
FRED L. DENSON

#2I-12/5/75

Clayton L. Neff, Executive Director
AFSCME, Council 66
6700 Old Collamer Road
East Syracuse, New York 13057

Dominick Tocci, Esq.
112 State Street
Albany, New York 12207

Vincent J. McArdle, Jr., Esq.
100 State Street
Albany, New York 12207

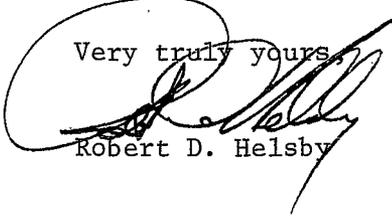
Richard R. Rowley, Esq.
Sneeringer & Rowley
90 State Street
Albany, New York 12207

RE: Matter of CITY OF ALBANY and NEW YORK COUNCIL 66, AFSCME, AFL-CIO
Certification of Representative and Order to Negotiate
Case No. C-1148

Gentlemen:

Transmitted herewith is an Amended Order of the Board in Case No. C-1148. The earlier Order of the Board was reconsidered pursuant to the Board's decision in Case No. U-1419. The amendment to the Order in the instant proceeding follows a letter from Clayton L. Neff dated November 20, 1975 in which he stated that AFSCME, New York Council 66 and Local Council 1961 disavow and disclaim any interest in representing laborers and watchmen who work at the Albany landfill.

Very truly yours,


Robert D. Helsby

Attch.

4091

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
CITY OF ALBANY, :
Employer, :
-and- : AMENDED CERTIFICATION
NEW YORK COUNCIL 66, AFSCME, AFL-CIO, : Case No. C-1148
Petitioner. :
:
:

AMENDED
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 New York Council 66, AFSCME, 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 employees in the Department of Water and the Department of Public Works.

Excluded: Commissioners, Deputy Commissioners, Superintendents, Field Investigators, Laboratory Technicians, foremen, office clericals, laborers and watchmen working at the Albany landfill, employees employed less than 20 hours a week and seasonals.

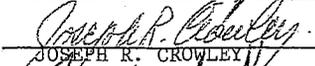
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with New York Council 66, AFSCME, AFL-CIO,

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 5th day of December , 1975 .



ROBERT D. HELSBY, CHAIRMAN



JOSEPH R. CROWLEY



FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of _____ :
LOCUST VALLEY CENTRAL SCHOOL DISTRICT; :
Employer, : #2J-12/5/75
-and- :
CASE NO. C-1291
LOCUST VALLEY SCHOOL EMPLOYEES :
ASSOCIATION, FOOD SERVICE CHAPTER, :
Petitioner. :
_____ :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

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

IT IS HEREBY CERTIFIED that Locust Valley School Employees Association, Food Service Chapter

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:

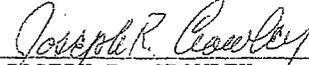
- Included: All food service employees.
- Excluded: All other employees.

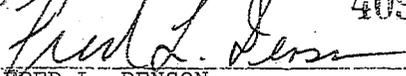
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Locust Valley School Employees Association, Food Service Chapter

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 5th day of December , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

4093

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LOCUST VALLEY CENTRAL SCHOOL DISTRICT,

#2K-12/5/75

Employer,

-and-

CASE NO. C-1264

LOCUST VALLEY SCHOOL EMPLOYEES
ASSOCIATION, NYSUT, NEA, AFT, AFL-CIO,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

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

IT IS HEREBY CERTIFIED that Locust Valley School Employees Association, NYSUT, NEA, AFT, 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:

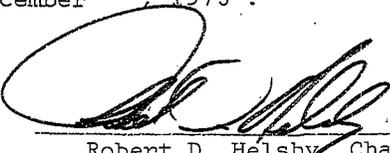
Included: All teacher assistants (Grade K & 1), teacher assistants (special education), nurse assistants, monitors, cafeteria aides, library aides, teacher aides, and security guards.

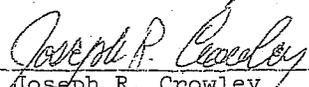
Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Locust Valley School Employees Association, NYSUT, NEA, AFT, AFL-CIO.

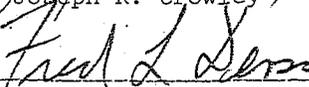
and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 5th day of December, 1975.


Robert D. Helsby, Chairman


Joseph R. Crowley

4094


Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

TOWN OF GUILDERLAND,

Employer,

-and-

SECURITY & LAW ENFORCEMENT EMPLOYEES
COUNCIL 82, AFSCME, AFL-CIO,

Petitioner.

: #2L-12/5/75

:

:

: Case No. C-1286

:

:

:

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 Security & Law Enforcement Employees Council 82, AFSCME, 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 employees of the Guilderland Police Department in the position of patrolman and juvenile aid officer.

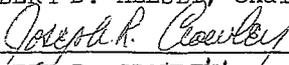
Excluded: All other employees of the Department and of the employer.

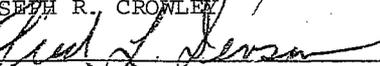
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Security & Law Enforcement Employees Council 82, AFSCME, AFL-CIO,

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 5th day of December, 1975.


ROBERT D. HELSEY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2M-12/5/75

GREAT NECK UNION FREE SCHOOL DISTRICT;

Employer,

-and-

CASE NO. C-1162

GREAT NECK ADULT EDUCATION ASSOCIATION
AFFILIATED WITH THE GREAT NECK TEACHERS
ASSOCIATION, NYSUT, NEA, AFT, AFL-CIO,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

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

IT IS HEREBY CERTIFIED that Great Neck Adult Education Association Affiliated with the Great Neck Teachers Association, NYSUT, NEA, AFT, 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 teachers in the Adult Education Program.

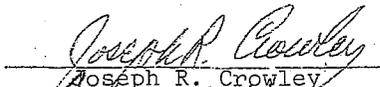
Excluded: All teachers in the Traditional Adult Education Program who teach less than six sessions, all teachers in the US Power Squadron Program, aides, program supervisors, and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Great Neck Adult Education Association, Affiliated with the Great Neck Teachers Association, NYSUT, NEA, AFT, 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.

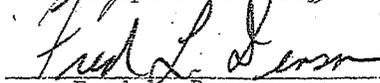
Signed on the 5th day of December, 1975.



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

4096

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2N-12/5/75

In the Matter of :
: TOWN OF DANBY, :
: Employer, :
-and- : Case No. C-1238
: CIVIL SERVICE EMPLOYEES ASSOCIATION, :
: INC., :
: Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

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

IT IS HEREBY CERTIFIED that 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: Equipment operators and laborers.

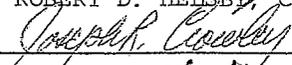
Excluded: Foremen, superintendent of highways and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with 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 5th day of December , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON