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State of New York Public Employment Relations Board Decisions from August 10, 1976

New York State Public Employment Relations Board

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Keywords
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Comments
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On December 30, 1975, Counsel to the New York State Public Employment Relations Board, filed a charge against South Colonie Teachers Association, Local 3014, of the American Federation of Teachers (Association) alleging that it violated CSL §210.1 in that it caused, instigated, encouraged, condoned and engaged in a twelve-day strike against the South Colonie Central School District (District) between September 4 and September 19, 1975, inclusive. The Association admitted its participation in the strike, but alleged that the District engaged in such acts of extreme provocation as to detract from its responsibility for the strike.

The record discloses that the District insisted that the Association agree to extend the workday from seven to seven-and-one-half hours as a precondition to negotiations over wages. The Association refused, but was willing to negotiate over hours and wages, one in the context of the other. Noting that the strike in September was not a spontaneous reaction to the negotiating posture of the District, the hearing officer reasoned that extreme provocation was not a factor in it. He determined, and we agree, that the District's negotiating posture -- which it enunciated at the outset of negotiations and maintained for eight months -- was unduly rigid. The hearing officer determined, however, that the defense of extreme provocation was not available to the Association because its proper remedy was to charge the District with a refusal to negotiate in good faith in violation of CSL §209-a.1 (d).
We reject this determination of the hearing officer and conclude that the negotiating posture of the District constituted an act of extreme provocation which detracts from the responsibility of the Association for the strike. Extreme provocation is not an all-or-nothing matter. Even though collective negotiations is a process that is often fraught with tension, negotiating tactics that exacerbate those tensions unduly are within the condemnation of the Taylor Law. The extent of exoneration of the employee organization varies with the extent to which the employer's improper conduct directly provokes the strike as well as with the flagrancy of that conduct. Employer conduct that is not the immediate cause of a strike may, nevertheless, contribute to that strike by intensifying the conflict. In the instant case, we find that the District's conduct was sufficient to detract from the Association's responsibility for the strike and, thus, to diminish the penalty to be imposed upon it.

We also find that, unlike most teacher strikes, the instant strike had an impact not only upon public welfare, but also upon public safety. On several occasions, the conduct of striking teachers necessitated the presence of policemen in order to protect public safety. Picketing teachers blocked entranceways to the District's property and sprayed some automobiles with paint remover.

1 Not all employer improper practices are of this character. In the instant case, the employer's conduct impaired the entire negotiations process and engendered continual frustration for the Association and its members.

2 The availability of an improper practice charge alleging a violation of CSL §209-a.1(d) is not an entirely adequate remedy because of present limitations upon our authority to remedy such violations.
But for the employer's actions of extreme provocation, we would have imposed a dues deduction forfeiture of fifteen months; because of those actions of extreme provocation, we impose a dues deduction forfeiture of nine months.

NOW, THEREFORE, WE ORDER that the dues deduction privileges of South Colonie Teachers Association, Local 3014, of the American Federation of Teachers, be suspended for a period of nine (9) months commencing on the first practicable day; thereafter, no dues shall be deducted on its behalf by the South Colonie Central School District until South Colonie Teachers Association, Local 3014 of the American Federation of Teachers, affirms that it no longer asserts the right to strike as is required by the provisions of CSL §210.3(g).

Dated: New York, New York
August 10, 1976

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus
The charge herein was filed by Council 66, AFSCME, AFL-CIO and George Strokes, its president (charging parties) on September 3, 1975. It alleges that the City of Albany and Harry Maikels, Albany's Commissioner of the Department of Public Works, committed improper practices in violation of Civil Service Law Section 209-a.1 when Mr. Maikels first instituted disciplinary charges against Mr. Strokes and then when he discharged Mr. Strokes. The charge alleges that the reason for the institution of disciplinary action against Strokes and his discharge was that Mr. Strokes engaged in protected activities on behalf of Council 66.

After an extended hearing, the hearing officer determined that Maikels, as agent for the City of Albany, had interfered with Strokes' right of organization in violation of CSL Section 209-a.1(a) and had discriminated against him for the purpose of discouraging participation in Council 66 in violation of CSL Section 209-a.1(c). He found no evidence that Maikels or the City of Albany attempted to dominate or interfere with the formation of, or administration of, Council 66, which would have been a violation of CSL Section 209-a.1(b), or that the City refused to negotiate in good faith with Council 66, which would have been a violation of CSL Section 209-a.1(d).
The charge brought against Strokes was initiated by three of his fellow employees. It alleged that Strokes had operated a crane in a reckless manner and injured one of his fellow employees. Although there were suspicious circumstances surrounding the bringing of the charge, the hearing officer resolved credibility questions in favor of the City and Maikels. Consequently, he declined to conclude that the bringing of the charge was improper. Following the charges, a disciplinary hearing was held under CSL Section 75 by General South, the Director of Civil Defense of Albany County. He recommended that Strokes be discharged. Charging parties raise some questions concerning the decision-making process, but those questions played no part in the decision below. The hearing officer properly determined that questions involving possible irregularities in the disciplinary proceeding are for consideration during a review of the determination in that proceeding. Thus, the sole basis for the determination of the hearing officer was that Maikels' decision to discharge Strokes was related to his demonstrated hostility to Council 66. Inherent in this was a conclusion that Maikels did not rely upon the recommendation of General South in discharging Strokes.

In reaching his decision, the hearing officer first determined that Maikels knew, prior to the issuance of the disciplinary charge, that Strokes had been an active member and supporter of Council 66. He next found that Maikels had been hostile to Council 66 and to Strokes because of Strokes' activity and support of Council 66. Finally, he found that Maikels had decided to discharge Strokes based upon his own observations of Strokes' performance, rather than upon the recommendation of General South, and upon considerations other than those specified in the charge, and that but for Strokes protected activities on behalf of Council 66, he would not have done so. On the basis of these three findings of fact, the hearing officer concluded that the discharge was improperly motivated and a violation of CSL Sections 209-a.1(a) and (c).
The City of Albany has filed exceptions to the hearing officer's decision. It has excepted both to the hearing officer's conclusion that Mr. Strokes was discharged by reason of his engaging in protected activities and to the proposed remedy that Mr. Strokes be reinstated in his former position and be made whole for any loss of pay suffered by reason of his discharge. The memorandum in support of the exceptions presents only one argument. It is that the City must not be powerless to discipline an inadequate employee even if it is shown "that the disciplining city official had exhibited anti-union animus." It states "that if the City had good cause to discipline Strokes then the presence or absence of anti-union animus is irrelevant." The City relies upon a decision of the Supreme Court, New York County, in Foran v. Murphy, 73 Misc. 2d 486 (1973). In that case, a police captain had been discharged for perjury and appealed from the discharge on the ground that the proceedings against him were politically motivated. The court said:

"So long as the evidence of guilt of the specification is sufficient, and the proceedings devoid of legal error, the court may not attempt to divine respondents' motives in proceeding against a malefactor; the motives are irrelevant."

Whatever the validity of the proposition that motivation underlying the discharge of an employee is irrelevant under the circumstances recited in the Foran case, that proposition does not extend to the Taylor Law. By its terms, the reason why an employee is restrained or discriminated against is an element of the violation set forth in CSL Sections 209-a.1(a) and (c). PERB must consider the City's motivation. The test applied by the hearing officer in doing so was the correct one. It inquired into whether the substantially motivating cause of the discharge was the City's, or its agent's, animus towards Council 66. This test was first articulated in Matter of City of Albany and the Albany Professional Permanent Firefighters' Association, 3 PERB ¶3096 (1970). It was confirmed by the Appellate Division and the Court of Appeals in Matter of City
of Albany v. Helsby, 36 AD2d 348 (1971); modified on other grounds 29 NY2d 433 (1972). The Court of Appeals noted that, in this regard, powers similar to those exercised by PERB were also exercised by the State Labor Relations Board and the State Human Rights Commission under other State statutes, as well as by the National Labor Relations Board under the NLRA.

Having reviewed the record, we confirm the conclusion of the hearing officer that the decision to discharge Strokes was made by Maikels and that, in making that decision, he was motivated by considerations that are proscribed by CSL Sections 209-a.1(a) and (c). We also determine that the remedy recommended by the hearing officer is the appropriate one.

Accordingly,

WE ORDER: 1. That the City of Albany restore the status quo as existed prior to its improper action by
   (a) offering Strokes reinstatement to his former position, and
   (b) making George Strokes whole for any loss of pay suffered by reason of his discharge from the date of his termination to the date of offered reinstatement, less any earnings derived from other employment, and
2. That the City of Albany cease and desist from engaging in similar coercive and discriminatory conduct towards George Strokes and its employees because of their exercise of the protected right of organization under CSL Section 202, and
3. That the City of Albany conspicuously post an appropriate notice, to be supplied by this Board, at locations ordinarily used for written communications to employees in the Department of Public Works and the Bureau of Water.

Dated: New York, New York
August 10, 1976

Robert D. Helsby, Chairman

Joseph R. Crowley
NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify our employees that:

1. WE WILL restore the status quo by offering George Strokes reinstatement to his former position, making him whole for any loss of pay suffered by reason of his discharge from the date of his termination to the date of offered reinstatement less any earnings derived from other employment.

2. WE WILL neither discriminate nor interfere with, restrain or coerce employees as a result of their exercise of rights protected by C.S.L. §202.

CITY OF ALBANY

Employer

Dated: August 10, 1976

By: (Representative) (Title)

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

LOCUST VALLEY CENTRAL SCHOOL DISTRICT, : BOARD DECISION AND ORDER
Respondent,

and

LOCUST VALLEY SCHOOL EMPLOYEES ASSOCIATION,

Charging Party.

This matter comes to us on the exceptions of the Locust Valley School Employees Association (Association) from the decision of the hearing officer dismissing its charge against Locust Valley Central School District (employer). The Association had alleged that the employer violated CSL §209-a.1(a) and (c) by failing to pay two members of the Association's negotiating committee -- its president and the chairperson of its Food Service Chapter -- for the time spent by them at a factfinding hearing conducted during school hours by a PERB-appointed factfinder.

As alleged in the charge, the employer did not pay the two Association representatives for the time spent by them at the factfinding hearing. However, non-unit administrators who represented the employer at the factfinding hearing were paid their regular salary for that day. Both the Association's representatives, namely, its president and the chairperson of the Food Service Chapter, are unit employees of the employer. The president is also paid a stipend by the Association for the

1 These sections of the Act make it an improper employer practice to deliberately "(a) interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section two hundred two for the purpose of depriving them of such rights [and]...(c) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, any employee organization..."
services that he performs as president.

The hearing officer determined that the employer was under no statutory obligation to pay the two Association representatives for their time spent at the factfinding hearing. It is to this determination that the Association has taken exceptions.

Having reviewed the record and the memoranda submitted by both parties, we endorse the analysis of the hearing officer and confirm his determination.

NOW, THEREFORE, WE ORDER that the charge herein should be, and hereby is, dismissed in its entirety.

DATED: New York, New York
August 10, 1976

[Signatures]

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus
On March 22, 1976, the Queensbury Faculty Association (QFA) filed a charge alleging that the Queensbury Union Free School District (District) had failed to negotiate in good faith in violation of Civil Service Law Section 209-a.1(d) by refusing to negotiate over two demands that constituted mandatory subjects of negotiations. In its answer, submitted on March 29, 1976, the District argued that the two demands in question did not constitute mandatory subjects of negotiations. At a conference held on April 27, 1976, the parties clarified the issues in dispute between them, stipulated to the material facts, and jointly requested that this Board accord expedited treatment to the dispute under Section 204.4 of our Rules. The Stipulation specifies that the demands in question are:

"UNIT WORK"

'B. ...furthermore, new educational programs established by the District which require certification will be performed only by members of the bargaining unit.'

"TEACHING HOURS AND TEACHER LOAD"

'F. Teachers of Kindergarten and Grade One will not be assigned more than one hundred twenty-five (125) students per week. This number is to be determined by the homeroom enrollment.

G. Teachers of Grades Two to Six will not be assigned more than one hundred thirty-five (135) students per week. This number is to be determined by the homeroom enrollment.
H. Teachers of Grades 7-12 will not be assigned more than one hundred thirty-five (135) students per day. The administration will strive for not more than one hundred twelve (112) students per day in the area of English.

I. The work load for teachers of specialized areas as Home Economics and Industrial Arts will not exceed ninety (90) students per day; Physical Ed. not to exceed two hundred (200) and Art or Music is not to exceed one hundred fifty (150) per day."

QFA submitted a brief in support of its posture that the demands are mandatory subjects of negotiations on May 10, 1976. As to the first demand, it argues that the clause is designed to protect employees against the destruction of their negotiating unit. But for such a clause, the employer could eliminate programs that are serviced by unit employees and develop alternate programs that would be serviced by non-unit employees. As to the second demand, QFA argues that its proposal would not impose numerical limitations upon class size and, thus, is not covered by the reasoning of Matter of West Irondequoit Board of Education, 4 PERB ¶3070 (1971), confirmed in Matter of West Irondequoit Teachers Association v. Helsby, 35 NY2d 46 (1974). It further argues that the demand affords sufficient flexibility to the employer regarding the number of teacher periods per day and number of students per class to bring it within the reasoning of Matter of Yorktown Faculty Association, 7 PERB ¶3030 (1974).

The District, in its brief, submitted on May 12, 1976, argues that the unit work demand would interfere unduly with the school district's right to make decisions involving its mode and method of operation in that it "would effectively be 'handcuffed' from formulating new programs in the most economic ways." (emphasis in original) The District argues that the second demand is but a paraphrase of class size and that it is not comparable to the demand in the Yorktown case in which class size was but one element in a complex formula for determining teacher workload.
Both positions were well-briefed and oral arguments were presented to the Board on July 23, 1976. We now determine that the two demands in question do not constitute mandatory subjects of negotiation. The concerns expressed by QFA, in support of the negotiability of its demand that new educational programs established by the District which require certification should be performed only by unit employees, do not justify a determination that the demand is a mandatory subject of negotiations. The restraints that QFA would impose on the District would interfere with the exercise of its right to formulate new programs and the utilization of appropriate resources, such as Boards of Cooperational Educational Services. Further, if actions of the employer in the future appear to be for the purpose of depriving employees of their organizational rights, an employee organization may seek relief.

We are also persuaded that QFA's demand, standing alone as it does, placing a numerical limitation upon the number of students per day or per week is essentially, as a practical matter, a class size demand within the meaning of West Irondequoit, and is unlike the situation in Yorktown with its more complex formula.

Accordingly,

WE ORDER that the charge herein should be, and hereby is, dismissed in its entirety.

Dated: New York, New York
August 10, 1976

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus

1/ CSL Section 209-a.1(a).
These four cases are consolidated for decision. They all involve the same issues. All four charging parties are employee organizations representing teachers and all are represented by the same attorney. Three of the employers are Central School Districts and the fourth is a Board of Cooperative...
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Educational Services. There is a single spokesman for all four respondents. The materials submitted on behalf of the four charging parties and the four respondents are virtually identical.

The four charges were filed between March 19, 1976 and March 23, 1976. They each allege that the respondent in each case violated CSL §§209-a.1(a), (b) and (d)\(^1\) by unilaterally passing resolutions during November 1975 changing the definition of the bargaining unit and thereafter refusing either to rescind its resolution or to enter into negotiations concerning the changes in the negotiating unit. In each instance the charging party had originally achieved status as the representative of teachers in collective negotiations by having been recognized as such by the appropriate respondent. In each instance there was in existence a collectively negotiated agreement that was to expire on June 30, 1976, the end of respondent's fiscal year; thus, in each instance the month of November 1975 was the appropriate challenge period (CSL §201.3 of our Rules). In none of these matters was it alleged that alteration of the negotiating unit was motivated by animus toward the charging party.

Upon receiving the four charges, the Director of Public Employment Practices and Representation determined that respondents were not duty-bound to negotiate alterations in the negotiating units and he dismissed the charges for failing to allege facts that would constitute improper practices (§202.2(a) of our Rules). Thus, no hearing was ever held.

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\(^1\) These sections make it "...an improper practice for a public employer or its agents deliberately (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section two hundred two for the purpose of depriving them of such rights; (b) to dominate or interfere with the formation or administration of any employee organization for the purpose of depriving them of such rights;...or (d) to refuse to negotiate in good faith with the duly recognized or certified representatives of its public employees."
In all four cases the charging party appealed from the determination of the Director. Unfortunately, although the notices of appeal in the four cases were filed with the Board within the required time, there was a problem in their service upon the four respondents. Through inadvertence, the appeals in the cases were mixed up so that each respondent received the right transmittal letter but the wrong statement of exceptions. When the confusion was discovered by the attorney representing the charging parties, the correct statements of exceptions were sent to the four respondents but, by then, the time for service of the appeals had passed. Included in the responses of the four respondents is the argument that the appeals should be dismissed because service of them was not timely. None of the responses allege prejudice by reason of the confused and delayed service of the appeals. Indeed, it does not appear that there could have been any prejudice inasmuch as the appeals dealt with identical issues and contained identical language except for the names of the parties. It may be that the late service constitutes a jurisdictional defect depriving this Board of authority to consider the appeals. The responses, however, do not advance this argument and we are not persuaded that we must dismiss the appeals. Absent such compulsion, we are not prepared to deny charging parties the opportunity to be heard on the merits.

Reaching the merits, we find that the Director has properly stated and applied the Taylor Law. Charging parties argue that PERB should follow the private sector practice by prohibiting a public employer from unilaterally altering the representative status of an employee organization except where it has serious doubt of that organization's majority status. They note that in the private sector it is irrelevant whether or not the employee organization was originally granted representative status through Board certification or voluntary recognition. In this, they fail to discern several differences between the National Labor Relations Act and the Taylor Law. The Taylor Law
specifically provides that an employee organization may achieve representation status either through certification or recognition (CSL §204) by "the board or government, as the case may be, [which] shall...define the appropriate employer-employee negotiating unit..." (CSL §207). The Taylor Law also provides that the employer's ability to service its constituency effectively is a factor to be considered in determining negotiating units (CSL §207.1(c)).

Finally, the Taylor Law provides that an element in employer improper practices other than the refusal to negotiate in good faith is a design to deprive employees of their right of organization (CSL §209-a.1(a), (b) and (c)), thus making animus an essential element in both the pleading and proof of such charges.

Had there been an allegation of animus, the unilateral action of the employer might have raised questions under §§209-a.1(a) and (b). Absent such an allegation, respondents' unilateral action raises no question under the Taylor Law. In Civil Service Employees Association, Inc., v. PERB (65 Misc. 2d 544, 547, Albany County [1971]), the State Supreme Court held that,

"The Legislature gave employee organizations a specific protected period of unchallenged representation status as set forth in subdivision (c) of section 209 and that when that period expired, as it admittedly did in this matter, the employer is free again to act pursuant to section 204 to recognize the same or a different employee organization for the purpose of negotiating collectively."

The New York State Court of Appeals in Civil Service Employees Association v. Helsby (21 NY2d 541, 548 [1968]) discussed the differences between the public and private sectors, saying:
"The matters of time, budgets, and appropriations, as well as the special obligations of public employers, may well explain the conferring of power on the public employer to recognize and negotiate with employee organizations, untrammeled by representation dispute proceedings until they have been resolved by the Board through certifications of appropriate bargaining units and employee organizations."

This language of the Court of Appeals indicates that charging parties were not without a means of seeking redress for the four respondents' action in altering the negotiating units. They could have instituted a proceeding for certification of appropriate negotiating units. Relief under the improper practice provisions of the Law, however, is not available to them and the charges must be dismissed.

NOW, THEREFORE, WE ORDER that the charges in each of the four cases be, and they hereby are, dismissed in their entirety.

Dated: New York, New York
August 10, 1976

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus
In the Matter of

EAST HAMPTON UNION FREE SCHOOL DISTRICT,
Employer,

- and -

SUFFOLK EDUCATIONAL CHAPTER, CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,
Petitioner,

- and -

EAST HAMPTON UNION FREE SCHOOL DISTRICT,
NON-TEACHING EMPLOYEES ASSOCIATION,
Intervenor;

CASE NO. C-1370

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accor­
dance 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 East Hampton Union Free School
District, Non-Teaching Employees Association

has been designated and selected by a majority of the employees
of the above-named public employer, in the unit described below,
as their exclusive representative for the purpose of collective
negotiations and the settlement of grievances.

Unit:

Included: All full and part time clerical, custodial
employees, and monitors.

Excluded: Secretary to the district principal, bookkeeper
and all other employees.

Further, IT IS ORDERED that the above-named public employer
shall negotiate collectively with East Hampton Union Free School
District, Non-Teaching Employees Association

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 10 day of August, 1976.

ROBERT D. HELSBY, Chairman

ID A K LAUS
IN THE MATTER OF

COUNTY OF SULLIVAN, Employer,
-and-

SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, LOCAL 32E, Petitioner,
-and-

SULLIVAN COUNTY CHAPTER OF CIVIL SERVICE EMPLOYEES ASSOCIATION, Intervenor.

CASE NO. C-1387

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 SULLIVAN COUNTY CHAPTER OF CIVIL SERVICE EMPLOYEES ASSOCIATION 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:

SEE ATTACHED

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with SULLIVAN COUNTY CHAPTER OF CIVIL SERVICE EMPLOYEES ASSOCIATION 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 10 day of August 1976.

ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

IDA KLAUS
All provisional, probationary, and permanent employees of the employer, except the employees of the Nurses' Unit, represented by the New York State Nurses Association, Department of Public Works Unit, Department of Public Works Foremen's Unit, Sheriff's Department, Sullivan County Community College Administration and Faculty, Elected and Appointed Officials, Director of Nursing Services, Supervising Public Health Nurse, Tax Map Supervisor, Probation Director, Sealer of Weights and Measures, Motor Vehicle Supervisor, Director of Social Services, Director of Administrative Services, Deputy Commissioner of Public Works, General Foreman, Assistant General Foreman, Office Manager, Department of Public Works, seasonal employees, part-time employees working less than 20 hours per week, and any employees acting in the following capacities, without regard to civil service title: Secretary-Deputy Clerk, Board of Supervisors (1), Personnel Assistants (2), Confidential Secretary to Budget Director (1), Confidential Secretary to Administrative Assistant of the Board of Supervisors (1), Confidential Secretary to County Attorney (1), Secretary to the President of Sullivan County Community College (1), Secretary to the Vice President of Sullivan County Community College (1), Secretary to the Dean of Faculty of Sullivan County Community College (1), Secretary to the Dean of Administration of Sullivan County Community College (1), Secretary to the Assistant Dean of Administration of the Sullivan County Community College (1), Secretary to the Commissioner of Public Works (1) and the Manpower Director (1). The numbers in parentheses represent the number of employees now in such jobs. In the event that additional employees are required to fill such jobs in excess of the number herein specified, the Employer and the Union shall convene a committee to examine and determine the exclusion of such additional employees.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

NEW YORK STATE THRUWAY AUTHORITY,

Employer,

-and-

NYS THRUWAY LOCAL 698 AFL-CIO SERVICE
EMPLOYEES INTERNATIONAL UNION,

Petitioner,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION,

INC.

Intervenor.

CASE NO. C-1395

#2R-8/10/76

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accord­
dance 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: All toll collectors, maintenance and
clerical employees.

Excluded: All part-time, seasonal, short-term
temporary and all other employees.

Further, IT IS ORDERED that the above-named public employer
shall negotiate collectively with CIVIL SERVICE EMPLOYEES ASSOCIA­
tion, 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 10 day of August, 1976.

ROBERT D. HELSBY, CHAIRMAN

JOSEPH R. CROWLEY

IDA KLAUS

FERB 58
(10-75)
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

THOMAS F. MAYONE, SHERIFF AND THE
COUNTY OF ULSTER,

Joint Employer,

- and -

ULSTER COUNTY SHERIFF’S EMPLOYEES
ASSOCIATION, INC.,

Petitioner.

CASE NO. C-1384

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accor­
dance 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 SHERIFF’S
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: All employees of the Ulster County
Sheriff's Department.

Excluded: All other employees of the County
of Ulster.

Further, IT IS ORDERED that the above-named public employer
shall negotiate collectively with ULSTER COUNTY SHERIFF’S 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 10 day of August , 1976.

ROBERT D. HELSBY, CHAIRMAN

JOSEPH R. CROWLEY

IDA KLAUS
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COUNTY OF SULLIVAN AND THE SULLIVAN COUNTYSHERIFF’S DEPARTMENT,
Joint Employers,
-and-
SULLIVAN COUNTY CHAPTER, THE 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 Sullivan County Chapter, The 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: All full-time Deputy Sheriffs in all titles of rank and/or assignment.

Excluded: Sheriff, the Under-Sheriff, the Chief Deputy Sheriff, the Assistant Chief Deputy Sheriff and the confidential secretary to the Sheriff.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Sullivan County Chapter, The 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 10th day of August, 1976.

ROBERT D. HELSBY, CHAIRMAN

JOSEPH R. CROWLEY