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New York State Public Employment Relations  
Board (PERB)

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9-8-1976

## State of New York Public Employment Relations Board Decisions from September 8, 1976

New York State Public Employment Relations Board

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# State of New York Public Employment Relations Board Decisions from September 8, 1976

**Keywords**

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

**Comments**

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NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2A-9/8/76
BOARD OF COOPERATIVE EDUCATIONAL SERVICES,	:	
NASSAU COUNTY,	:	
	:	<u>BOARD DECISION AND ORDER</u>
Respondent,	:	
-and-	:	
NASSAU CHAPTER, CIVIL SERVICE EMPLOYEES	:	<u>CASE NO. U-1517</u>
ASSOCIATION, INC.,	:	
	:	
Charging Party.	:	

This matter comes to us on exceptions filed by the Board of Cooperative Educational Services, Nassau County, respondent herein, from a hearing officer's decision finding it in violation of Civil Service Law Section 209-a.1(d). The specific conduct of respondent found to be in violation was that it unilaterally terminated premium pay for work on Washington's Birthday in 1975 by non-professional employees in a unit represented by the Nassau Chapter, CSEA (charging party).

FACTS

Over a period of time covered by four successive agreements, employees enjoyed a paid holiday on Washington's Birthday. Those unit employees actually required to work on that day received -- in addition to their holiday pay -- premium pay of one-and-one-half times their normal rate. The last agreement that provided for premium pay for work on Washington's Birthday expired on June 30, 1974. During the course of negotiations for a successor agreement, respondent had proposed the elimination of Washington's Birthday as a paid holiday and of premium pay for work on that day. In 1975, Washington's Birthday was to be a school day on the teachers' calendar and, since 1970, the calendar for the CSEA Unit employees substantially paralleled that of the teachers.

No agreement was reached on this demand by December 16, 1974 when negotiations were terminated by respondent by reason of a challenge to CSEA's continuing right to represent the unit employees. Respondent argued that during the pendency of the question concerning representation -- a time when it was under no obligation to negotiate with CSEA -- it was free to take unilateral action on terms and conditions of employment. The hearing officer rejected this argument. He also rejected respondent's second argument. It was that the essence of the negotiations dispute between respondent and charging party related to the school calendar and that the dispute had to be resolved in advance of February 17, 1975, the day on which Washington's Birthday was celebrated that year. It was respondent's contention that its action was sanctioned in all respects by Matter of CSD #1, Town of Wappinger, 5 PERB 3124 (1972). The hearing officer was not persuaded. He reasoned that the Wappinger decision would protect the employer's right to hold school on February 17, 1975 and to require the unit employees to work on that day, but that it was not applicable to the issue of whether the unit employees were entitled to premium pay for that work on that day.

Respondent has filed exceptions to the hearing officer's conclusions. Having considered those exceptions, we confirm the determination of the hearing officer. Civil Service Law Sections 203 and 204 give the public employees the right to be represented in collective negotiations for the terms and conditions of their employment and impose upon public employers the correlative duty not to alter terms and conditions of employment unilaterally in disregard of that right. The pendency of the question concerning representation suspended the employer's duty to negotiate but it did not permit the employer to alter terms and conditions of employment unilaterally. During that interim, emergency situations where time is of the essence could be handled in accordance with the reasoning of the Wappinger decision. No such emergency, however, was occasioned by the

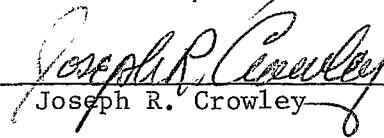
continuing obligation to pay wages at a premium rate to employees who were required to work on the holiday.

NOW, THEREFORE, in view of the specific violations of the Act that we have found to have occurred, respondent is ordered to negotiate in good faith.

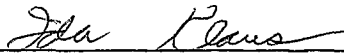
Dated: New York, New York  
September 8, 1976



Robert D. Helsby, Chairman



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2B-9/8/76
	:	
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,	:	<u>BOARD DECISION AND ORDER</u>
Respondent,	:	
-and-	:	
JOHN BOGACK,	:	<u>CASE NO. U-1615</u>
Charging Party.	:	

This matter comes to us on the exceptions of John Bogack, the charging party herein, to a decision of Harvey Milowe, then Acting Director and now Director, of Public Employment Practices and Representation, dismissing his charge. That charge had alleged that the Civil Service Employees Association, Inc. (CSEA) had denied Bogack membership in CSEA in violation of Civil Service Law Section 209-a.2(a)<sup>1</sup> because he had engaged in activities that are protected by the Taylor Law. The allegedly protected activities engaged in by Bogack involved an invitation to an employee organization competitive with CSEA to address a meeting of the Social Services Unit of the Suffolk County Chapter of CSEA and to solicit support for a challenge to CSEA representation of the employees. At the time of the meeting, Bogack was president of said Social Services Unit and a member of the board of directors of the Statewide CSEA. The invitation was issued by Bogack pursuant to a resolution passed at a meeting of the Social Services Unit.

<sup>1</sup> This section of the Act makes it an improper employee organization practice to deliberately "(a)...interfere with, restrain or coerce public employees in the exercise of the rights guaranteed in section two hundred two for the purpose of depriving them of such rights...."

Section 202 of the Act grants to public employees "...the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing."

After a hearing, the Director determined that "Bogack is still a member although stripped of his several officerships in the CSEA...." (footnote omitted). He further found that the charge is directed to the internal affairs of CSEA and that "This Board is not the forum to regulate the internal affairs of a union so long as its actions do not affect the individual's terms and conditions of employment." Finding that Bogack's terms and conditions of employment were not affected by respondent's action, he dismissed the charge.

Bogack's exceptions are directed to both the findings of fact and conclusions of law of the Director. As to the facts, he argues that the Director erred in finding that he is still a member of CSEA. This exception is supported by the evidence, which establishes that Bogack was suspended from membership in CSEA. During the period of his suspension, he is, in effect, denied all the privileges and benefits of CSEA membership. As to the law, he argues that the Director should have concluded that CSEA's conduct constituted a violation of CSL Section 209-a.2(a) in that its action was in retaliation for his invitation to a competing employee organization, and that this interfered with, restrained and coerced him in the exercise of his protected right to "form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of [his] own choosing."

We do not agree. Rather, we agree with the conclusion reached by the Director that the action taken by CSEA related to its internal affairs and that this Board is not the forum to regulate the internal affairs of an employee organization. The Director recognized that there is a distinction between actions taken by an employee organization to discipline a member, and action taken against that member as an employee which would have an adverse effect upon the terms and conditions of his employment or upon the nature of the representation accorded him by CSEA as a member of the negotiating unit.

Bogack contends that the action of CSEA was without basis, was violative of its Constitution and Bylaws, and infringed upon his constitutional rights. He may test the validity of such contentions in a plenary action. We do not here consider or decide whether the act of CSEA, as such, in suspending him was proper, either substantively or procedurally; we find only that the act of CSEA herein complained of was not, under the circumstances here, violative of CSL Section 209-a.2(a).


In the private sector the right of an employee organization, under certain circumstances not here present, to protect itself by way of suspension or expulsion of a member who supports a competing organization has been upheld (Towas Tube Products, Inc., 151 NLRB 46 [1965]). Such decision, however, would not, in any event, support action by an employee organization which adversely affected the rights of fair representation owed by the employee organization to an employee as a member of a negotiating unit. Bogack argues that his terms and conditions of employment were adversely affected by the action of CSEA. He contends, inter alia, that he was deprived of dental benefits and the right to process grievances through arbitration due to his suspension from membership. However, the evidence in the record compels the finding that he was not denied dental benefits or representation in the grievance arbitration process.

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

Dated: New York, New York  
September 8, 1976

  
Robert D. Helsby, Chairman

  
Joseph R. Crowley

  
Ida Klaus

4395



STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-9/8/76

In the Matter of

SOMERS CENTRAL SCHOOL DISTRICT,

Respondent,

- and -

SOMERS FACULTY ASSOCIATION,

Charging Party.

BOARD DECISION AND ORDER

Case No. U-1839

The charge herein was filed by the Somers Faculty Association (charging party) on October 6, 1975. It alleged that the Somers Central School District (respondent) failed to negotiate in good faith in violation of CSL §209-a.1(d) by refusing to grant incremental increases as provided in the parties' 1974-75 collective agreement.<sup>1</sup> Respondent acknowledged that it did not pay the increments, but asserted that it was relieved of its duty to do so because the unit employees represented by the charging party had unilaterally altered the status quo

1. On September 26, 1975, by refusing to continue the past practice of volunteering to act as chaperones for student parties;
2. On October 6, 1975, by passing a "work to rules" resolution and, thereafter, pursuant to that resolution by refusing to continue the past practice of arriving at school between ten and fifteen minutes before classes and departing between fifteen and forty-five minutes after classes; and
3. On November 4, 1975, by refusing to continue the past practice of participating in the Superintendent's Conference Day.

<sup>1</sup> Annual increments are the effect of an agreement or past practice that incorporates salary grids which relate salaries to seniority or years of experience. As an employee accrues seniority or years of experience, his salary increases automatically. We have held that an employer that refuses to pay such increments is altering the terms and conditions of his employees, Matter of Triborough Bridge and Tunnel Authority, 5 PERB 3064 (1972).

The hearing officer determined that the respondent had violated its obligation to negotiate in good faith when, during September 1975, it failed to pay increments; however, he found that its obligation to do so continued only until October 7, 1975, when the unit employees represented by the charging party unilaterally altered the terms and conditions of their employment by passing a "work to rules" resolution and thereafter, pursuant to that resolution, by refusing to continue the past practice of arriving at school between ten and fifteen minutes before classes and departing between fifteen and forty-five minutes after classes. Both respondent and charging party have filed exceptions to the hearing officer's decision.

Respondent correctly states that the unit employees ceased to act as chaperones at school functions, as they had done for a number of years, on September 26, 1975 and not on October 7, 1975. Thus, if the unit employees' unilateral action were to terminate charging party's right to the continuation of increments, the right should have been terminated on September 26, 1975. Respondent further argues that, inasmuch as both the charging party's and respondent's unilateral action in altering terms and conditions of employment occurred during September, 1975, the charges should be dismissed. This argument is considered together with the charging party's first exception.


The charging party's exceptions argue that the unit employees had not unilaterally altered the status quo because that status quo had already been destroyed by respondent's action. It also argues that, in any event, the employees were under no obligation to continue providing the services that they terminated because they were never contractually obligated to do so, those services having been provided gratuitously on a voluntary basis. Both of charging party's exceptions are rejected.

We consider them in reverse order. A long-standing practice, whether or not expressly incorporated in a contract, is a term and condition of employ-

ment that should not be altered unilaterally (Matter of Town of Oyster Bay, 9 PERB ¶3004 [1976]). This case raises questions concerning the nature of the respective obligations of the parties to maintain the status quo in the light of the time of the other's violation of that status quo. More pertinent, it raises questions concerning the right of an aggrieved party to seek redress through legal process and recourse to illegal self-help. Respondent had already violated its duty to negotiate in good faith by eliminating increments as of September 23, 1975 (see Ex.B to respondent's answer). While the unilateral actions of the unit employees represented by the charging party were subsequent in time to respondent's violation (the first taking place on September 26, 1975), it was only after its resort to self-help that the charging party filed the charge herein. Inasmuch as the Triborough doctrine<sup>2</sup> on which the charging party relies for relief from respondent's unilateral action is based upon the unavailability of it of permissible self-help, the actions of the employees disqualify it from reliance upon that Triborough doctrine.

ACCORDINGLY, the charge herein is ~~dismissed~~.

Dated: New York, New York  
September 8, 1976



Robert D. Heisby, Chairman



Joseph R. Crowley



Ida Klaus

2. In Matter of Triborough Bridge and Tunnel Authority, 5 PERB 3064 [1972] we first articulated the principle that the statutory restriction upon an employee organization's engaging in self-help imposes a correlative obligation upon a public employer not to alter unilaterally terms and conditions of employment about which it must negotiate.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-9/8/76

In the Matter of	:	
	:	
TOWN OF HAVERSTRAW,	:	
	:	
Charging Party,	:	<u>BOARD DECISION AND ORDER</u>
	:	
-and-	:	
	:	
TOWN OF HAVERSTRAW PATROLMAN'S BENEVOLENT	:	<u>CASE NO. U-2045</u>
ASSOCIATION,	:	
	:	
Respondent.	:	
	:	

The charge herein was filed by the Town of Haverstraw (Town) on March 1, 1976. It alleges that the Town of Haverstraw Patrolman's Benevolent Association (PBA) violated CSL §209-a.2(b) by refusing to negotiate in good faith. Two of the specifications of the charge are that PBA insisted upon the negotiation of matters that do not constitute mandatory subjects of negotiations and that PBA exerted improper influence and pressure upon the factfinder in an attempt to cause him to change his opinions as to facts and recommendations. The third specification is that PBA's negotiation tactics obstructed the negotiation process. A hearing was held on the charge, but there has been no hearing officer's report and recommendation. This is because PBA petitioned for interest arbitration of its negotiation dispute with the Town on March 18, 1976, and the charge herein raises questions as to the arbitrability of that dispute. Under these circumstances, Sections 204.4 and 205.6 of our Rules dispense with a hearing officer's report and recommendation in order to expedite resolution of the improper practice case.

FACTS

Actually, resolution of the dispute herein has been treated with little expedition by the parties. It grows out of negotiations for a successor contract to one terminating on December 31, 1974. Negotiations commenced on

October 10, 1974. During three meetings, PBA declined to discuss wages, indicating that consideration of this most important of all matters should await agreement upon all other terms and conditions of employment. It also declined to provide the Town with financial information relating to its demands for life, hospital and dental insurance. Although the Town had requested PBA to furnish it with a written statement of demands on several occasions, the first being on August 1, 1974, PBA declined to do so and refused to allow the Town to make a copy of the written demands from which it was reading during the meeting of October 10, 1974.

After a third negotiating session on January 30, 1975, the Town declared an impasse and sought assistance from PERB to resolve that impasse. Sessions with a mediator during March and April, 1975 did not resolve the dispute and the mediator urged the parties to return to direct negotiations. They did so, but no agreement emerged and a factfinder was appointed in May, 1975. The factfinder engaged in mediation activities unsuccessfully before commencing the factfinding process. He issued his report and recommendations on February 16, 1976. The failure of those recommendations to resolve the impasse precipitated both the Town's improper practice charge and PBA's petition for arbitration.

#### DISCUSSION

At the suggestion of the parties, we do not now determine whether or to what extent PBA improperly insisted upon the negotiation of nonmandatory subjects of negotiation. The other two specifications of the charge are directed to the more immediate question of whether the petition for arbitration is premature in that it was not preceded by adequate genuine efforts of the parties to reach agreement through proper negotiations.

We determine that the evidence is insufficient to conclude that PBA exerted improper influence and pressure on the factfinder in an attempt to cause


him to change his opinions as to facts and recommendations. We do determine, however, that the evidence supports the allegation that PBA's conduct in its dealings with the Town prevented the institution and progress of fruitful negotiations. By withholding its demands for several months, it prevented the Town from preparing itself adequately to enter upon the negotiations. Similarly deterring the progress of negotiations was PBA's refusal to cooperate with the Town in ascertaining the cost of demanded benefits involving life, hospital and dental insurance. Most significant was PBA's refusal to discuss the crucial issue of wages while asserting other relatively insignificant demands, thereby denying the Town a realistic frame of reference for the productive give-and-take of negotiations on all economic issues in dispute. It is essential for the progress of negotiations that the parties have an awareness of the potential cost of all issues in dispute. This does not mean that the parties are required to discuss issues in any particular order of priority or to negotiate any particular issue -- such as wages -- to the point of agreement before resolving other issues, but it does require them to be willing to discuss all issues (see Matter of South Colonie Teachers Association, Local 3014 of the American Federation of Teachers, 9 PERB ¶3059 [1976]).

PBA's conduct indicates that it did not negotiate with the necessary desire to reach agreement. Thus, it violated CSL §209-a.2(b) by failing to negotiate in good faith. The Director of Conciliation is instructed not to assign an arbitrator at this time. Interest arbitration is not, and was not, intended as an alternative to, or substitute for, good faith negotiations. Rather, it is a procedure of last resort in police and fire department impasse situations when efforts of the parties themselves to reach agreement through true negotiations and conciliation procedures have actually been exhausted. This did not occur in the instant case. PBA must be required to negotiate in good faith now. The Director of Conciliation should render additional medi-

ation service in order to assist the parties to effect a voluntary resolution of the dispute. In thirty days, he should report to us whether, in his opinion, efforts to achieve a voluntary settlement clearly have been, or will be, unsuccessful. At that time we will consider whether the dispute is appropriate for arbitration.

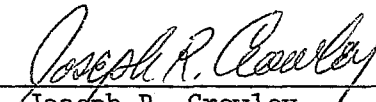
NOW, THEREFORE, WE ORDER the Town of Haverstraw Patrolman's Benevolent Association to negotiate in good faith with the Town of Haverstraw.

Dated: New York, New York  
September 8, 1976




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Robert D. Helsby, Chairman



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Joseph R. Crowley



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Ida Klaus

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-9/8/76

In the Matter of :

TOWN OF DeWITT, :

Employer, :

- and - :

CASE NO. C-1374

GENERAL SERVICE EMPLOYEE'S UNION,  
LOCAL 200, S.E.I.U., AFL-CIO, :

Petitioner. :

BOARD DECISION AND ORDER

On May 12, 1976, General Service Employee's Union, Local 200, S.E.I.U., AFL-CIO (petitioner) filed, in accordance with the Rules of Procedure of the New York State Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of all employees employed by the Town of DeWitt Highway Department. Thereafter, the parties entered into a consent agreement in which they stipulated to the following as the appropriate negotiating unit:

Unit:

Included: All employees employed in the Town of DeWitt Highway Department.

Excluded: Town Highway Superintendent and seasonal highway dept. summer-employees.

The consent agreement was approved by the Director of Public Employment Practices and Representation on July 30, 1976.

Pursuant to the consent agreement, a secret ballot election was held on August 20, 1976. The result of this election indicates that a majority of the eligible voters in the stipulated unit who cast ballots do not desire <sup>1/</sup> to be represented for purposes of collective negotiations by the petitioner.

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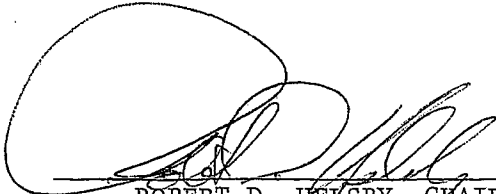
<sup>1/</sup> Of the 27 employees participating in the election, 13 voted in favor of and 14 voted against representation by the petitioner.



THEREFORE, IT IS ORDERED that the petition should be, and hereby is,  
dismissed.

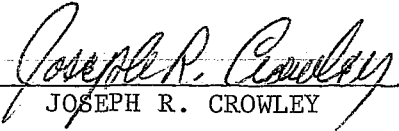
Dated at New York, New York

This 8th day of September, 1976




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ROBERT D. HELSBY, CHAIRMAN



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JOSEPH R. CROWLEY



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IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF : #2F-9/8/76  
COUNTY OF SCHENECTADY, :  
Employer, :  
-and- :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, : CASE NO. C-1382  
INC., :  
Petitioner, :  
-and- :  
THE LICENSED PRACTICAL NURSES OF N.Y., :  
INC. :  
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that THE LICENSED PRACTICAL NURSES OF N.Y., 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.

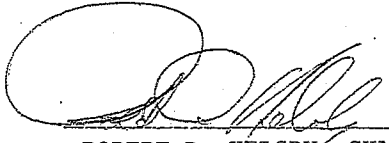
Unit: Included: All permanent and temporary licensed practical nurses employed at the Glendale Home, Glendale Infirmary and Glenridge Hospital including permit practical nurses and waiver practical nurses.

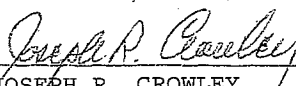
Excluded: All other employees of the employer.


Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with THE LICENSED PRACTICAL NURSES OF N.Y., 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 8th day of September, 1976.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :  
ULSTER COUNTY, : #2G-9/8/76  
Employer, :  
-and- :  
SERVICE EMPLOYEES INTERNATIONAL UNION, :  
AFL-CIO, CLC, : CASE NO. C-1388  
Petitioner, :  
-and- :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, :  
INC., :  
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that 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 employees of the County including those in CETA programs who work for County departments.

Excluded: Department heads, elected or appointed officials, and all employees of the Sheriff's department and those who are in other existing and recognized negotiating units.

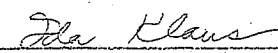
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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 8th day of September, 19 76.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

4400

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :  
TOWN OF ORANGETOWN, : #2H-9/8/76  
Employer, :  
-and- :  
ORANGETOWN POLICEMEN'S BENEVOLENT :  
ASSOCIATION, : CASE NO. C-1389  
Petitioner, :  
-and- :  
ROCKLAND COUNTY PATROLMEN'S BENEVOLENT :  
ASSOCIATION, :  
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that ORANGETOWN POLICEMEN'S BENEVOLENT 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 police officers of the Orangetown Police Department, including police officers, Sergeants, Lieutenants, Detective, Youth Officers, Captains and Chief.


Excluded: All other employees.


Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with ORANGETOWN POLICEMEN'S BENEVOLENT 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 8th day of September, 1976.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2I-9/8/76

IN THE MATTER OF \_\_\_\_\_ :  
TOWN OF ISLIP, \_\_\_\_\_ :  
Employer, \_\_\_\_\_ :  
-and- \_\_\_\_\_ :  
LOCAL 237, TEAMSTERS, \_\_\_\_\_ : Case No. C-1396  
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 LOCAL 237, TEAMSTERS

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 confidential<sup>1/</sup> unit listed in attached Schedule "A"

Excluded: All other employees.

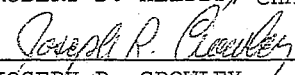
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with LOCAL 237, TEAMSTERS

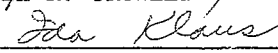
and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 8th day of September, 1976.

<sup>1/</sup> The term "confidential" is used in its generic sense only and is that adopted by the parties. The employees within the unit have not been designated by PERB as confidential as that term is defined in §201.7(a) of the Act.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

SCHEDULE A

TOWN OF ISLIP CONFIDENTIAL UNIT EMPLOYEES

Anderson, J.	Sr. Clerk-Typist
Curtin, M. D.	Secretarial Assistant
Deegan, H. E.	Clerk-Typist
Dugre, P. A.	Sr. Clerk-Typist
Eldredge, D.	Stenographer
Fahner, D. C.	Clerk-Typist
Fenton, F.	Legal Stenographer
Holmes, N. L.	Sr. Stenographer
Horvath, A. J.	Stenographer
Kuehhas, M. M.	Sr. Clerk-Typist
LaBelle, J. M.	Clerk
Leary, M. L.	Principal Clerk
Quinto, C. M.	Stenographer
Reece, J.	Legal Stenographer
Spano, D.	Sr. Clerk-Typist
Trombitas, A. A.	Clerk-Typist
Van Der, Leende,	M.Clerk
Vignola, C. F.	Stenographer