



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Board Decisions - NYS PERB

New York State Public Employment Relations
Board (PERB)

9-27-1978

State of New York Public Employment Relations Board Decisions from September 27, 1978

New York State Public Employment Relations Board

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/perbdecisions>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the New York State Public Employment Relations Board (PERB) at DigitalCommons@ILR. It has been accepted for inclusion in Board Decisions - NYS PERB by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

State of New York Public Employment Relations Board Decisions from September 27, 1978

Keywords

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

Comments

This contract is part of a digital collection provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2A - 9/27/78
GREAT NECK UNION FREE SCHOOL DISTRICT,	:	
	:	
Respondent,	:	<u>BOARD DECISION AND ORDER</u>
-and-	:	
EDUCATION ASSOCIATION OF GREAT NECK	:	<u>CASE NO. U-2978</u>
TEACHERS (NYEA/NEA),	:	
	:	
Charging Party,	:	
-and-	:	
GREAT NECK TEACHERS ASSOCIATION,	:	
	:	
Intervenor.	:	

WAGER, WINICK, GINSBERG, EHRLICH, REICH & HOFFMAN,
(JEROME H. EHRLICH, Esq. of counsel) for Respondent

PAUL E. KLEIN, Esq. and R. WHITNEY MITCHELL for
Charging Party

HOWARD EDELMAN for Intervenor

On September 30, 1977, the Education Association of Great Neck Teachers (NYEA/NEA), hereinafter the Association, requested permission from the Great Neck Union Free School District, the respondent herein, to hold a meeting in the teachers' cafeteria for the purpose of "initiating activities for an organizing challenge to the GNTA [Great Neck Teachers Association]". When the request was denied on October 5, 1977, the Association charged the District with interfering with the statutory right of employees to organize. GNTA was permitted to intervene in the proceeding. The hearing officer found merit in the charge and GNTA filed exceptions to his determination. The exceptions argue that (1) the charge should have been dismissed because it was not timely, and (2) the District was under no duty to permit the Association to use the cafe-

teria for organizing purposes because it was contractually obligated to provide such facilities to GNTA exclusively.

Facts

GNTA is the exclusive representative of teachers employed by the District. It and the District were parties to an agreement covering the period from July 1, 1976 through June 30, 1978. That agreement provided, inter alia, that, subject to prior arrangement with proper school authorities, GNTA could use school facilities, including meeting rooms.

During January 1977, the Association sought permission to use school facilities "to conduct the business of the organization". It was advised by the District on January 25, 1977, that action on the request was being tabled and that it would not be able to use the facilities of the District until further action was taken by the District. No such further action was taken until the denial of the request of September 30, 1977.

Section 208.2 of the Taylor Law entitles a recognized or certified employee organization "to unchallenged representation status until seven months prior to the expiration of a written agreement between a public employer and said employee organization...." Here, GNTA's period of unchallenged representation expired on November 30, 1977. Our Rules [§201.3(d)] permit a challenging organization to file a petition for recognition within thirty days before the expiration of the incumbent's period of unchallenged representation. Here, a petition by the Association would have been timely during the month of November 1977.

Discussion

We affirm the conclusion of the hearing officer. The charge was timely. The hearing officer determined that the Association's time to file the charge did not run from January 25, 1977, the date on which the District tabled consideration of the earlier request for access. In support of his

5373

determination, he found that the tabling of the earlier request did not constitute a denial of it and that, in any event, the September request was different from the earlier one and, therefore, independent of it. We find it unnecessary to consider either of these two bases for his determination. The January request was ineffective because the District was under no Taylor Law duty to permit the Association to use meeting rooms so long before the November challenge period.¹ As the District was free to deny the request of January 1977, no such denial would have any implications regarding the request of September 30, 1977.

Although the hearing officer determined that the agreement between the District and GNTA did not provide GNTA with an exclusive right to use the District's facilities, he concluded that even if the agreement had provided for such exclusivity, it could not have altered the District's obligation to permit the Association to hold a meeting in the teachers' cafeteria after September 30, 1977. We agree with his conclusion that the Association was entitled to use of the cafeteria at the time of its second request, but wish to make clear that its right of access is subject to the same conditions as those applicable to the GNTA. A public employer must make some accommodations to the right of employees to change representatives at a time when it is appropriate to mount an organizing campaign.² Similarly, during that time the incumbent majority organization must yield to this extent its exclusive right to use the employer's facilities. The appropriate

¹ See Matter of Cheektowaga-Maryvale Union Free School District and Maryvale Educators Association (NYEA/NEA) and Maryvale Teachers Association, which we issue today.

² See NLRB v. Babcock & Wilcox Co., 351 U.S. 105 (1956).

time to mount the campaign should be reasonably proximate to the time when a representation petition can be filed. The employer may not deny the potential petitioner reasonable access to its facilities at that time because such restriction would interfere with the employees' statutory right of organization. The existence of a contract giving the recognized or certified employee organization exclusive rights cannot diminish this statutory right. We find that the Association's request was made at the appropriate time.

NOW, THEREFORE, WE AFFIRM the determination of the hearing officer that the District violated §209-a.1(a) of the Taylor Law by denying the Association permission to use the teachers' cafeteria for organizational meetings after September 30, 1977, and WE ORDER the District to cease and desist from denying requests from the Association for permission to hold meetings in the teachers' cafeteria for the solicitation of a timely showing of interest in accordance with this decision.

DATED: New York, New York
September 27, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

On July 11, 1978, we granted MTA's motion and subsequently we heard oral argument on the exceptions of the District and MTA.

Facts

On or about September 29, 1977, charging party requested permission for its organizers to use the faculty mailboxes for the distribution of organizational materials. The District denied the request. Charging party has been attempting to organize and represent a majority of the employees of the District who were then and are now represented by MTA. The District and MTA have been parties to a series of collectively negotiated agreements, the most recent of which covers the period from July 1, 1977 to June 30, 1979. Pursuant to that agreement, MTA may use faculty mailboxes for approved materials. The mailboxes have been used by MTA to distribute meeting notices, minutes of its executive board meetings, information about insurance programs for members which it sponsors or endorses, correspondence with its officers and building representatives, and for the mass distribution of materials directly to each teacher. The District has permitted certain groups to use the faculty mailboxes, including the Parent-Teachers Association and the United Fund, but has denied other requests for the use of faculty mailboxes by, among others, commercial organizations, the Easter Seal organization and the YMCA.

The Hearing Officer's Decision and the Exceptions

The hearing officer determined that our decision in Sachem Central School District, 11 PERB ¶13027, was dispositive of the issue. In Sachem, we ruled that, unless the access to teacher mailboxes granted to a majority employee organization in a collectively negotiated agreement is exclusive, a public employer may not deny that privilege to a minority employee organization. We determined that an exclusive privilege could be granted only by an express provision to that effect in the collective agreement. Because such an express provision was absent from the agreement with the majority repre-

sentative and because access rights were granted to community groups, the same privilege must also be accorded to a minority employee organization.

In their exceptions, the District and MTA urge us to reconsider the Sachem decision. They argue primarily that the use of mailboxes by community groups which do not compete with a recognized or certified employee organization is irrelevant to a determination of the question of whether another employee organization must be granted access to the mailboxes.

Discussion

The arguments of the District and of MTA have persuaded us to reconsider our decision in Sachem. Having done so, we realize that we were unduly concerned about the obligations of public employers in the circumstances there presented. We now conclude that our opinion in that case was not correct. We hereby overrule it. Upon reflection, we recognize that the treatment accorded community groups that do not compete with MTA as labor organizations has no bearing upon whether the charging party should be granted access to mailboxes in the presence of MTA as the exclusive bargaining representative. The right of the exclusive bargaining representative to seek and receive privileges of the kind here involved derives from its exclusive ¹ status. Hence, it is reasonable and sensible to interpret the contractual grant to it of such privileges as being for that organization alone, without requiring an express provision to that effect. To hold otherwise would mean that the negotiating representative would be diluting its own status and would, in fact, be bargaining for privileges for the minority organization as well as for itself.

¹ Laub Baking Co., 131 NLRB 869 (1961), 48 LRRM 1156.

The decision of the Court of Appeals in Matter of Bauch v. City of New York, 21 NY 2d 599 (1968), is consistent with our decision here. Without reference to any specific agreement, the Court held that the Taylor Law itself permitted a public employer to grant dues checkoff privileges to exclusive bargaining representatives while denying them to all other employee organizations because this served to maintain "stability in relations between the city and employee organizations". The exclusion of minority employee organizations from the checkoff was upheld without regard to the fact that wage deductions were authorized by law for federated community campaigns and other purposes not related to employee representation.

This is not to say that we are here declaring an unlimited right of the exclusive bargaining representative to the sole enjoyment of this privilege.

In the conduct of its labor relations, a public employer is entitled to reasonable freedom from the disruptive effects of the use of its facilities as a medium for competition between a rival organization and an incumbent for the support of its employees. A recognized or certified employee organization is also entitled to a reasonable period of quiet enjoyment of its exclusive representative status. However, the employer must make some accommodations to the right of employees to change representatives at a time when it is appropriate for a potential challenger to mount an organizing campaign.² These accommodations may include extending to the challenger some privileges that at other times may properly be reserved only to the exclusive bargaining representative. Here, MTA's period of unchallenged representation does not expire until November 30, 1978. Clearly, charging party's request for access to teacher

² See Matter of Great Neck Union Free School District, which we issue today.

mailboxes, made in September 1977, was too remote from the statutory challenge period to be allowed to disturb the stability of the parties' bargaining relationship.

NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

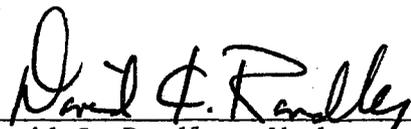
DATED: New York, New York
September 27, 1978



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2C - 9/27/78

STATE OF NEW YORK (OFFICE OF EMPLOYEE RELATIONS),

Employer,

-and-

BOARD DECISION AND ORDER

PUBLIC EMPLOYEES FEDERATION, AFL-CIO,

Petitioner,

CASE NO. C-1537

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Intervenor.

JOSEPH M. BRESS, ESQ. (JEFFREY M. SELCHICK, LAWRENCE C. FRANCO, JOSEPH P. MARTINICO and FLORENCE T. FRAZER, of Counsel), for Employer

JAMES R. SANDNER, ESQ. (NANCY E. HOFFMAN, JEFFREY S. KARP, DAVID N. STEIN and JOHN J. NAUN, of Counsel), for Petitioner

ROEMER & FEATHERSTONHAUGH, ESQS. (JAMES W. ROEMER, JR., RICHARD L. BURSTEIN, MARJORIE E. KAROWE and MICHAEL J. SMITH, of Counsel), for Intervenor

This matter comes to us on the exceptions of the Civil Service Employees Association, Inc. (CSEA), to a decision of the Director of Public Employment Practices and Representation (Director), dismissing its objections to the conduct of an election and to conduct affecting the results of an election in which the Public Employees Federation, AFL-CIO (PEF), received a majority of the votes cast. It also comes to us on cross-exceptions filed by PEF to statements of the Director contained in the decision, credibility resolutions made by him, and certain aspects of the conduct of his investigation. The election was to determine a representative of the employees in the Professional, Scientific

5381

and Technical Services Unit (PS&T) of the State of New York.¹ CSEA's exceptions are to the rejection of seven of its objections and to four other rulings allegedly made by the Director. Essentially the exceptions raise two significant issues: (1) did the State -- through the Industrial Commissioner or other managerial employees of the Department of Labor -- assist the campaign of PEF, and (2) did the election fail to reflect the free choice of the voters by reason of PEF's misrepresentation as to the extent of its showing of interest and by forgeries in the showing of interest.

Exceptions Nos. 1, 2, 8, 9, 10 and 11²

In these exceptions, CSEA alleges that managerial employees of the Department of Labor, including the present and past Industrial Commissioners, aided the PEF campaign "by permitting employees of the State of New York to spend their normal working hours as state employees engaged in organizing activities on behalf of PEF. . . ." More specifically, CSEA contends that "the Indus-

1 The results of the mail ballot election counted on April 12, 1978 were as follows:

Void ballots	175
Votes cast for CSEA	12,259
Votes cast for PEF	15,062
Votes cast against CSEA and PEF	1,408
Challenged ballots	1,254

2 Exception No. 1 concerns allegations of preferential treatment of Kraemer by the Industrial Commissioner. Exception No. 2 concerns allegations of intercession on behalf of Kraemer by Payne. In Exception No. 8, CSEA complains that the Director drew unfavorable inferences from the fact that Payne and Levine were not called as witnesses. Exceptions Nos. 9 and 10 respectively, concern allegations that the Director should have compelled the presence of specified witnesses and the production of certain records. Exception No. 11 concerns allegations that the Director closed the record prematurely.

5382

trial Commissioner arranged for a special assignment for one John J. Kraemer, an employee of the Department of Labor, who was in the PS&T Unit and who was PEF's campaign director, in order to permit him to work actively on behalf of PEF to decertify CSEA. During the entire period, the State of New York continued to pay Mr. Kraemer even though he failed to perform any services for the State of New York." It also contends that Robert Payne, a managerial employee in the Department of Labor, intervened on behalf of Kraemer to prevent his being given an unsatisfactory performance rating.

The Director determined that, although the past Industrial Commissioner may have permitted Kraemer to campaign against CSEA in prior elections during working time, those events, which would have occurred before March 30, 1976, more than a year before the filing of the petition for the instant election, were "too remote from the [instant] election to be of consequence." We agree. He further found that, since the appointment of the present Industrial Commissioner on March 30, 1976, Kraemer had been denied any privileges that would have permitted him to campaign for PEF during time for which he was paid to work for the State. One basis for CSEA's allegation that Kraemer had been afforded such privileges was that he was permitted to take annual leave and sick leave during the election campaign. There was no evidence, however, that the granting of the leave was inappropriate. No issue was raised regarding the annual leave, and the record contains documents supporting Kraemer's request for sick leave. Another basis for the CSEA allegation is that Kraemer was not disciplined when, after the exhaustion of his accrued leave, he did not report to work and he sought no permission to remain absent. Although he was not paid for the time that he was "AWOL", Kraemer was not disciplined for those absences. The Director credited the Industrial Commissioner's explanation that his failure at that time to impose discipline was intended to preserve the State's neutral-

ity in the campaign. The Director found this explanation to be convincing. As he had the opportunity to hear the testimony and observe the witness, we must accept the Director's determination.³

The record supports the finding of the Director that Robert Payne did not intervene on behalf of Kraemer to prevent his being given an unsatisfactory performance rating by reason of Kraemer's unauthorized absence.

We consider now the exceptions relating to the conduct of the hearing. CSEA complains that the Director did not give it sufficient opportunity to prove that managerial employees of the Department assisted PEF. It contends that the Director should have sought to compel the appearance at the hearing of Morris Lasky, a managerial employee in the Department of Labor whose alleged involvement related to an issue raised by an objection to which no exception has been filed. We find that the attendance of Lasky at the hearing was irrelevant to the substantive issues raised by the exceptions.

CSEA also contends that the Director should have complied with their request to compel the appearance of John Kraemer. The decision not to compel Kraemer's appearance was within the discretion of the Director and he exercised it reasonably. CSEA did avail itself of its right to seek recourse to the courts to attempt on its own to bring Kraemer in as a witness. It obtained a court subpoena to require Kraemer's appearance, but it was unsuccessful in seeking an order directing his compliance. While we attach some significance to Kraemer's failure to testify, we nevertheless find that there is adequate evidence in the record regarding his activities and the State's treatment of him.

CSEA contends that the Director should have complied with their request to compel the Service Employees International Union (SEIU) or the New York State

³ We are mindful that a hearing officer's resolution of a credibility issue is entitled to great weight (Fashion Institute of Technology v. Helsby, 44 A.D.2d 550 [1st Dept., 1974]).

United Teachers (NYSUT), the two employee organizations which sponsored PEF, to produce records disclosing their involvement in the PEF election campaign. The decision not to compel SEIU and NYSUT to produce documents was within the discretion of the Director and he exercised it reasonably. CSEA did avail itself of its right to seek a court subpoena for these records. It was unsuccessful because it did not persuade the court that the records it was seeking were relevant to the proceeding.

CSEA further argues that the Director "erred in closing the record before CSEA could perfect the legal proceeding necessary to force compliance with its subpoenas. ..." The record shows the Director would have considered a request to reopen the hearing at any time prior to the issuance of his decision, had CSEA succeeded in compelling the attendance of Lasky or Kraemer or the production of the records of SEIU or NYSUT. No such request was made between June 21, 1978, the last day of the hearing, and July 20, 1978, the date of the Director's decision. In view of the importance of resolving the representation rights affecting a unit of more than 40,000 employees who comprise the PS&T Unit, it would have been inappropriate for the Director to have delayed his decision to await the outcome of that court action.

Finally, CSEA argues that "[t]he Director erred in drawing unfavorable inferences from the conduct of CSEA in not requiring the testimony of [past Industrial] Commissioner Levine or Robert Payne." Neither the record nor his decision indicates that the Director drew any such unfavorable inferences.

Accordingly, we find no merit in any of the exceptions that relate to the State's alleged assistance of PEF.

Exceptions Nos. 4 and 5⁴

In these exceptions, CSEA contends that the election should be set aside

⁴ Exception No. 4 concerns allegations that the election should be disregarded because the showing of interest was fraudulent. Exception No. 5 concerns allegations that the Director erred in not finding that the election had been tainted by forgeries.

because PEF's showing of interest was fraudulent. The contention that CSEA's allegations of forgeries in the showing of interest should have been verified so as to determine whether PEF was eligible to participate in the election has already been considered by us and dismissed, 10 PERB ¶13108 (1977).⁵

The new contention is that the election was not a genuine expression of the free choice of the voters because of the alleged fraud. The posture of CSEA is that, by its public statements during the campaign as to the extent of its showing of interest, PEF fraudulently misled the voters as to the actual number of unit employees who had signed valid supporting cards and petitions. This PEF allegedly did in two ways: first, it submitted over five thousand cards signed by State employees who were in the Administrative Unit and not in the PS&T Unit; and, second, it submitted between four and five thousand cards bearing signatures of members of the PS&T Unit that were forged by employees of SEIU.

The Director found that there was a factual basis to the first part of this objection in that PEF had submitted about five thousand cards and petitions which were executed by State employees who were not in the PS&T Unit. Those cards were, however, not accepted by the Director. Even without them, PEF had submitted sufficient cards to satisfy the numerical requirements for a showing of interest. The Director properly determined that the submission of these five thousand cards did not disqualify PEF from participating in the election. CSEA argues that PEF nevertheless made a material misrepresentation which may have misled the voters into selecting PEF when it announced that it had twenty thousand signatures in support of its petition. We do not agree.

⁵ This does not mean that we believe that fraudulent conduct of the kind alleged should be tolerated or go unremedied. The appropriate recourse is under provisions of the Penal Law.

CSEA knew well in advance of the election that PEF's statement was an exaggeration and it had an opportunity to, and did, respond to this statement during the campaign.

In his decision, the Director found it unnecessary to deal with the question of whether the alleged forgeries might have vitiated the election as a genuine expression of the free choice of the voters. He determined that the evidence did not support the allegation that there were forgeries. He credited the testimony of Ned Hopkins, a co-editor of the PEF newspaper, that he was told by Kim Fellner, the other co-editor, that between four and five thousand of the signatures on the showing of interest were forged. He found, however, that Fellner had no personal knowledge of these forgeries. According to Hopkins, Fellner told him that her information had come from John Geagan, Director of Organization for SEIU, and that the forgeries were prepared by or under the supervision of Diana Dougherty, an SEIU employee who had custody of the showing of interest. Both Geagan and Dougherty testified that they had no knowledge of any forgeries and the Director credited their testimony. Thus, the evidence of forgery amounts to hearsay statements by Fellner which had been contradicted by the testimony of the people to whom the actual statements were attributed. We find no basis in the record to disturb the Director's credibility determinations.

The Director need not have extended his investigation of the alleged forgeries, but he chose to do so because he believed there was some circumstantial evidence that might tend to support CSEA's allegation. His decision to investigate further was an appropriate exercise of his administrative discretion and his responsibility for the investigation of objections (Rules,

§201.9[h][4]). The further investigation consisted of obtaining the services of a qualified handwriting expert. The Director gave him all the documents containing the signatures constituting the showing of interest and informed him of the allegation that there were a few common authors of over 4,000 cards. The handwriting expert devised a procedure for ascertaining whether there was any valid basis for concluding that the allegation was based upon fact.⁶ He determined that there was no factual basis for the allegation.

There is no need to consider CSEA's objections to details of the execution of the task involved.⁷ We find this undertaking to have been reasonably and fairly conducted for the purposes of the basic proceeding. Accordingly, we find no merit in either of the exceptions that relate to the allegedly fraudulent showing of interest of PEF.

Exceptions Nos. 6 and 7⁸

In two of the remaining exceptions, CSEA contends that PEF misrepresented itself to the employees in the PS&T Unit as a joint venture of SEIU and NYSUT. The basis for those exceptions is that, during the course of the hearings on the objections, PEF's attorney declared that it was an independent organization and that it had no authority to direct SEIU or NYSUT to produce records in the hearing. The Director rejected the objections because they were not filed within five days after the final tally of the ballots had been furnished to

6

The specific procedure is set forth in the Director's decision.

7

CSEA had suggested a procedure whereby a handwriting expert would examine the signatures to determine whether there was a basis for its allegations.

8

Exception No. 6 concerns PEF's relationship with SEIU and NYSUT. Exception No. 7 concerns PEF's relationship with the AFL-CIO, a relationship which is derivative from its relationship with SEIU and NYSUT.

the parties, as specified in §201.9(h)(2) of the Rules of this Board. There were no extraordinary circumstances that would have justified an exception under these Rules, because the relationship of PEF to SEIU and NYSUT had been known to CSEA prior to the election.

Exception No. 3

In its 10th objection, CSEA contends that PEF is not an employee organization within the meaning of §201.5 of the Taylor Law. The Director dismissed this objection. He did so in reliance upon an earlier decision that we issued in this case (10 PERB ¶3093 [1977]) on the exceptions of CSEA to the direction of the election. The sole question before us at that time was whether PEF was an employee organization within the meaning of the Taylor Law. We determined that it was. That decision is dispositive of CSEA's Exception No. 3.

PEF'S CROSS-EXCEPTIONS

In the first of PEF's cross-exceptions, it argues that "[t]he Director erred when he found that John Kraemer was for years a 'no show' or 'little show' employee or that he received special privilege or favored treatment." The record clearly supports the Director's finding that Kraemer was absent without authorization during part of the election campaign. We do not reach the question whether the Director correctly characterized Kraemer's attendance during the period before March 30, 1976 because, as he properly reasoned, Kraemer's attendance record during that time is not relevant to the issue of whether the election is valid.

PEF's second cross-exception is that "The Director erred when he permitted any investigation into the authenticity of the cards." As we have already stated, the Director's decision to extend his investigation to include an analysis of cards by a handwriting expert was consistent with his responsibility under our Rules.

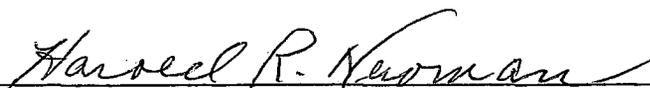
PEF's final cross-exception is that "[t]he Director erred when he credited the testimony of Ned Hopkins over that of Kim Fellner." As expressed by the Director, there was a reasonable basis for believing the testimony of Hopkins over that of Fellner. As we have often stated, where there is such a conflict in the testimony, the hearing officer's resolution of credibility is entitled to great weight.

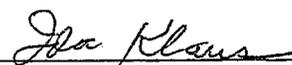
CONCLUSION

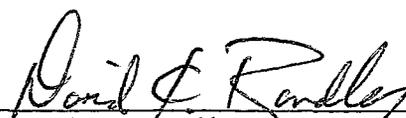
The evidence does not establish that managerial employees of the State gave assistance to PEF in support of the petition before us. Neither does it establish that the election did not represent a genuine expression of the free choice of the voters. We find no procedural errors in the conduct of the investigation by the Director.

NOW, THEREFORE, WE AFFIRM the decision of the Director.

Dated, New York, New York
September 27, 1978


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2D - 9/27/78
STATE OF NEW YORK, :
Employer, :
-and- :
PUBLIC EMPLOYEES FEDERATION, AFL-CIO, : Case No. C-1537
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

PUBLIC EMPLOYEES FEDERATION, AFL-CIO

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

Unit: Included: The "Professional, Scientific and Technical Services Unit," as presently constituted.

Excluded: All other employees.

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

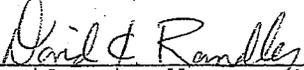
PUBLIC EMPLOYEES FEDERATION, AFL-CIO

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 27th day of September, 1978
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

5001