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State of New York Public Employment Relations Board Decisions from February 22, 1985

New York State Public Employment Relations Board

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Keywords
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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COUNTY OF GENESEE,

Respondent,

-and-

CASE NO. U-6335

COUNTY EMPLOYEES UNIT, LOCAL 819, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Charging Party.

HARTER, SECREST & EMERY (BARRY R. WHITMAN, Esq., and CHARLES D. CRAMTON, Esq., of Counsel), for Respondent

ROEMER & FEATHERSTONHAUGH (STEPHEN J. WILEY, Esq., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the County Employees Unit, Local 819, Civil Service Employees Association, Inc., (CSEA) to a decision of an Administrative Law Judge (ALJ) dismissing its charge against the County of Genesee (County). In its charge, CSEA alleges that the County refused to negotiate with it in good faith in that it unilaterally discontinued a past practice of providing unit employees with County vehicles for transportation between home and work. The ALJ dismissed the charge on the basis of his determination that the County had satisfied its duty to

negotiate in good faith before discontinuing the practice.

All the material events took place between January 1, 1981 and December 31, 1983, a time when the CSEA and the County were parties to a collective bargaining agreement.[1/] During the fall of 1981, at the suggestion of members of its legislative body, the County proposed to discontinue its practice of making County vehicles available to unit employees for commuting to and from work. That practice was not covered by the parties agreement.[2/] Negotiations on this proposal ensued without agreement, and the dispute was submitted to mediation and fact-finding successively.

On April 9, 1982, the fact finder recommended "the phasing in of a new practice whereby County-owned vehicles are made available only during work hours . . . ." This recommendation was rejected by CSEA. Thereafter, in

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[1/] The reason that the decision herein is issued so long after the material events transpired is that the parties jointly requested this Board not to issue a decision while another decision of this Board that is precedential for the issues before us was being appealed through the courts. This case was not ripe for decision until January 10, 1985. For further explanation, see footnote 5, infra.

[2/] If the provision of County vehicles to unit employees were covered by an existing agreement we would dismiss the charge on the ground that it merely involves our jurisdiction to enforce an agreement, which is something that we can not do. (§205.5 (d) of the Taylor Law.)

accordance with the procedure set forth in §209.3(e) of the Taylor Law, the County submitted the dispute to its legislative body for resolution and that legislative body adopted the recommendation of the fact finder.

CSEA makes three arguments as to why the conduct of the County did not constitute good faith negotiations.

First, it contends that the County waived any right it may have had to negotiate its proposal to eliminate the past practice of providing County vehicles for commuting purposes. According to CSEA, this waiver is a consequence of the County's contemplation of the change at the time when the 1981-83 collective bargaining agreement was being negotiated.

We find no merit to this argument. There is a Taylor Law duty to negotiate over mandatory subjects of negotiation[3/] not covered by a collective bargaining agreement unless there is an explicit and unambiguous waiver.[4/] The record before us contains no evidence of any such waiver.

[3/]The parties both agree that the issue in dispute between them is a mandatory subject of negotiation.

[4/]New Paltz CSD, 11 PERB ¶3057 (1978); CSEA and PEF v. Newman, 88 A.D.2d 685, 15 PERB ¶7011 (3rd Dept. 1982), app. dism'd. 57 N.Y.2d 775, 15 PERB ¶7020 (1982).

CSEA next contends that the impasse procedures set forth in §209.3(e) of the Taylor law, to wit, a determination by the Legislature of the government involved in the dispute, is not available to resolve negotiation deadlocks during the life of a collective bargaining agreement. We reject this argument as well. In City of Newburgh, 15 PERB ¶3116 (1982), we determined that the duty to negotiate during the life of an agreement carries with it the duty to submit to impasse procedures.[5/] The legislative determination is such an impasse procedure.

Finally CSEA contends that even if a legislative determination would ordinarily be appropriate for the resolution of mid-contract negotiation disputes, such a resolution is inappropriate here because the County's proposal to terminate the past practice emanated from members of the County Legislature. This argument should be addressed to the State Legislature and not to this Board. It is clear that the State Legislature has made a conscious and deliberate decision that negotiation disputes such as this be resolved by a local legislative determination. This procedure was

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5/Our decision was affirmed by the Appellate Division, Third Department, City of Newburgh v. PERB, 97 A.D.2d 258, 16 PERB ¶7030 (3rd Dept. 1983) and, subsequently, by the Court of Apeals, 63 N.Y.2d 793, 17 PERB ¶7017 (1984). The decisions of the Courts did not reach the full scope of this Board's decision. It was the pendency of this matter before the Appellate Division and the Court of Appeals respectively that occasioned the joint request of the parties to delay consideration of this matter by the ALJ and this Board.

originally recommendated by the Taylor Committee,[6/] but that recommendation was not included in the Taylor Law when it was first enacted in 1967. However, the statute was amended in 1969 to provide for resolution of negotiation deadlocks by the legislative body of the government involved.[7/] Furthermore, in 1974, the State Legislature reconsidered its wisdom of providing for the resolution of deadlocks by local legislative bodies. The reason for that reconsideration was the same as CSEA's reason for its final contention, a concern that the local legislative body might not be sufficiently neutral to be entrusted with the responsibility of resolving deadlocks. Both houses passed a bill which eliminated the legislative determination as the means of resolving any negotiation disputes.[8/] The Legislature then recalled the bill, amended it and repassed it. The amendment restricted the elimination of legislative determinations to disputes involving school districts. The amended version of the bill became law.[9/] This legislative history clearly demonstrates the applicability of the procedure set forth in §209.3(e) of the Taylor Law to the dispute before us.

[6/]Final Report of Governor's Committee on Public Employee Relations, page 46.

[7/]L.1969, c.24, §6.

[8/]A. 12476.

[9/]L.1974, c.443.

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

DATED: February 22, 1985
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CSEA, AFSCME UNIT-TOWN OF NORTH HEMPSTEAD and CSEA NASSAU LOCAL 830,

Respondents,

-and-

CASE NO. U-7474

KENNETH W. DEIBELE,

Charging Party.

ROEMER AND FEATHERSTONHAUGH, P.C. (William M. Wallens, Esq., of Counsel), for Respondent

KENNETH W. DEIBELE, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Kenneth W. Deibele (Deibele) to the decision of the Administrative Law Judge (ALJ) dismissing his charge against CSEA, AFSCME Unit-Town of North Hempstead and CSEA Nassau Local 830 (CSEA). The charge alleged that CSEA breached its duty of fair representation in violation of §209-a.2 of the Act when a CSEA representative told him that he could not file a contract grievance when he requested CSEA to do so. Following Deibele's presentation of evidence, the ALJ granted CSEA's motion to dismiss.

Deibele testified that he had been expelled from membership in CSEA in 1983; that approximately a year later,

he was sent home by the employer and docked a day's pay because he came to work wearing a tee shirt with a Teamster's logo. Deibele stated that he went to the president of the CSEA unit and told him that he wanted to file a grievance and that he was told that he could not file a grievance.

Treating the conversation between Deibele and the CSEA president as a request that CSEA prosecute a grievance on his behalf, the ALJ dismissed the charge on the ground that Deibele produced no evidence that CSEA's action was grossly negligent or irresponsible or improperly motivated. The ALJ concluded that the applicable collective bargaining agreement supports the view that the employer had the right to determine the appropriateness of an employee's attire regardless of past practices. Accordingly, there was no basis for inferring that CSEA's action was not based on "a fair and reasonable judgment as to whether a particular complaint is meritorious or is otherwise worthy of prosecution by it as a grievance."[1/]

Deibele's exceptions do not address the ALJ's view of the charge alleged, her findings of fact, or conclusions of law. Rather, he appears to limit his exceptions to allegations of collusion between the Town and CSEA. However, there is no evidence in the record to support this theory.

1/ Nassau Educational Chapter of the Syosset Central School District Unit, CSEA, Inc., 11 PERB ¶3010, at 3020 (1978).

Accordingly, we affirm the ALJ's dismissal of the charge.

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

DATED: February 22, 1985
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LOCAL 589, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

Respondent,

-and-

CASE NO. U-7760

CITY OF NEWBURGH,

Charging Party.

CRAIN & RONES, P.C. (JOSEPH P. RONES, Esq., of Counsel), for Respondent.

WILLIAM KAVANAUGH, Esq., Corporation Counsel, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the City of Newburgh (City) to a decision of an Administrative Law Judge (ALJ) dismissing its charge against Local 589, International Association of Firefighters (Local 589). The charge alleges that Local 589 violated its duty to negotiate in good faith by filing a petition for compulsory interest arbitration of a matter that is not properly subject to interest arbitration.[1/]

FACTS

Sometime in 1981, when the City and Local 589 were parties to a collective bargaining agreement, the City

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1/See our Rules of Procedure, 4 NYCRR §205.6.

unilaterally reduced the number of fire fighters assigned to several shifts. The City also refused to negotiate the impact of that reduction. This occasioned an improper practice charge by Local 589 (U-5649).

The charge was withdrawn on October 15, 1981, pursuant to the parties' stipulation obligating the City to negotiate the impact of the shift reduction. The stipulation indicated that one of the subjects of negotiation would be whether or not an impact situation exists, with both parties agreeing to exchange pertinent information bearing upon this question.

Thereafter, Local 589 submitted information in support of its claim that the reduced manning levels increased the workload of the remaining employees as well as the likelihood of injury to them. It also demanded increased compensation in the form of higher pay, increased insurance benefits and increased shape-up time.

The City did not respond either to Local 589's information or to its demands. Instead, it merely asserted that it was not persuaded that there had been any impact. Local 589 then declared an impasse and the Director of Conciliation of this Board assigned a mediator. Local 589 also filed a charge against the City alleging a refusal to negotiate in good faith (U-5834). In turn, the City filed two charges against Local 589, one claiming that an impasse had been declared prematurely (U-5870), and the second asserting that the existence of a collective bargaining

agreement insulated it from submission to impasse procedures (U-6013).

We decided all three cases adversely to the City.[2/] In that decision we held, among other things:

1. That the statutory impasse procedures specified in §209 of the Taylor Law apply even during the life of a collective bargaining agreement if there is a statutory obligation to negotiate and the parties fail to reach an agreement.

2. That the City was obligated to negotiate the impact of its unilateral action. In reaching this conclusion we resolved waiver arguments made by both parties against the City. The basis of our decision was the City's agreement, in settlement of Case No. U-5649, that it would negotiate the matter.

3. That the City could not merely stand on its position that there was no impact.

The City then filed a petition to review our decision. That petition was dismissed as untimely by the Supreme Court, Albany County, by judgment dated and entered April 8, 1983, in City of Newburgh v. Newman et al., Albany County Index No. 2725-83.

[2/] City of Newburgh, 15 PERB ¶3116 (1982).

The City also filed a petition for a writ of prohibition preventing PERB from proceeding to impose mediation and interest arbitration in the dispute. The Supreme Court granted the writ on the ground that mediation and arbitration of interest disputes may only be provided in the course of collective bargaining under the terms of a new contract.[3/] On appeal, the judgment of the Supreme Court was reversed.[4/] The Appellate Division held that PERB "has authority to appoint a mediator and to invoke arbitration proceedings during the life of the contract pursuant to §209 of the Civil Service Law . . . ." It proceeded to say, however: "If in the course of negotiations, including mediation, which respondent has required . . ., arbitration is sought, means are available to challenge the imposition of arbitration (see 4 NYCRR §205.6)."[5/]

[3/] City of Newburgh v. PERB, 15 PERB ¶7029 (Sup. Ct. Alb. Co., 1982).

[4/] City of Newburgh v. PERB 97 A.D.2d 258, 16 PERB ¶7030 (3rd Dept. 1983).

[5/] 4 NYCRR §205.6 is §205.6 of the Rules of Procedure of this Board. It provides for objections to arbitrability which may include, but are not limited to the following circumstances:

(1)a matter proposed is not a mandatory subject of negotiations;
(2)a matter proposed was not the subject of negotiations prior to the petition;
(3)a matter proposed had been resolved by agreement during the course of negotiations.

The obvious implication of the juxtaposition of these two sentences is that interest arbitration is available in principle for the resolution of contract negotiation disputes, but that the right to litigate defenses to the arbitration of specific demands is preserved by PERB's Rules. The Appellate Division also addressed the question of the duty to negotiate impact. It noted that the City had agreed that one of the subjects of negotiation would be whether or not an impact exists and said: "In this case, the question of impact resulting from petitioner's policy decision to reduce the shift manning levels of the firemen constitutes a mandatory subject of negotiation . . . ."

The Appellate Division decision was affirmed by the Court of Appeals[6/] That decision was narrower than the decision of the Appellate Division. It merely held that prohibition did not lie against PERB because judicial avenues of review of the PERB decision had been available. It also cited with favor the language of the Appellate Division referring to challenges to arbitrability under 4 NYCRR §205.6.

DISCUSSION

The matter before us herein is a challenge to arbitrability made pursuant to 4 NYCRR §205.6. In support of its challenge the City makes four arguments:

6/ City of Newburgh v. PERB, 63 N.Y.2d 793, 17 PERB ¶7017 (1984).

1. A petition for interest arbitration does not lie during the life of a collective bargaining agreement even if the subject matter of the petition otherwise is subject to compulsory negotiation.

2. Local 589's impact demand is not subject to compulsory negotiations because there has been no demonstrated showing of any impact.

3. Even if there had been a demonstrated impact, it would not be obligated to negotiate Local 589's demands because Local 589 had waived whatever right it may have had to such negotiations.

4. Even if there had been a demonstrated impact, it would not be obligated to negotiate Local 589's demand because the impact demands were too vague.

The first three arguments were made by the City in the prior cases before us, and rejected by us at 15 PERB ¶3116 (1982).[7/] The rejection herein of these arguments by the ALJ was based upon our earlier decision and we affirm it. In addition to the substantive reasons for rejecting the City's second and third arguments given in our prior decision and in that of the ALJ, we also determine that these claims of the City are barred by res judicata.

7/Appeal dismissed as noted supra.

The City argues that its primary claim, that arbitration is not available to resolve negotiation disputes during the life of a collective bargaining agreement, is not barred by res judicata. For this argument it relies upon Friedman v. State of New York, 24 N.Y.2d 528 (1969). In that case, a decision by the Court on Judiciary that it had jurisdiction over a matter was held not to be res judicata because there had been no means of appealing the decision of that Court, and because that Court's determination as to its jurisdiction was a mere legal conclusion not based on any litigated fact. Clearly, the first basis of that decision is inapplicable here. As to the second, we conclude that there was a factual basis for our earlier determination, that factual basis being our finding that the City had consented to negotiate the impact of its unilateral action.[8/] However, even if the claim herein were not barred by res judicata we would dismiss it based upon our reasoning in the City's earlier case and the opinion of the Appellate Division in review thereof.

The City's final argument, that Local 589's demands were too vague to be submitted to interest arbitration, is properly before us under 4 NYCRR §205.6. However, we affirm

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8/Compare Eson v. PERB, 17 PERB ¶7012 (Sup. Ct. Alb. Co., 1984).

the decision of the ALJ dismissing this argument on the merits. Negotiation demands need not be drafted with the precision of a legal pleading. Local 589's proposal was that unit employees be compensated for their increased workload and exposure to injury. Moreover, in prior negotiations, Local 589 made it clear that such compensation should take the form of higher pay, increased insurance benefits and increased shape-up time. We find Local 589's demand sufficiently specific to be submitted to arbitration, it being understood that during the course of that adversarial proceeding the demands might be further refined. Furthermore, "[a]n arbitrator appointed pursuant to §209.4 of the Taylor Law may resolve language disputes just as he can resolve disputes of substance."[9/]

NOW, THEREFORE, we affirm the decision of the ALJ and WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: February 22, 1985
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

David C. Randles
David C. Randles, Member

9/ White Plains Professional Fire Fighters Association, Local 274, IAFF, 11 PERB ¶3089, at 3146 (1978).

#2D-2/22/85

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY OF UTICA,

Respondent,

-and- CASE NO. U-7731

JOHN E. CREEDON POLICE BENEVOLENT ASSOCIATION,

Charging Party.

ARMOND J. FESTINE, Esq., Corporation Counsel, for Respondent

ROCCO A. DE PERNO, ESQ., for Charging Party

BOARD DECISION ON MOTION

On January 29, 1985, we dismissed the charge filed by John E. Creedon Police Benevolent Association (PBA) against the City of Utica (City). The matter came to us on the exceptions of the City to the decision of the Administrative Law Judge (ALJ) finding that the City had violated §209-a.1(e) of the Act. The PBA had filed no response to the City's exceptions. On February 4, 1985, we received a request from the attorney for the PBA that the PBA be

permitted now to file a response to the exceptions filed by the City.

In an affidavit, the PBA's attorney states that while he received a copy of a letter of transmittal of exceptions from the City, the only document included with that letter was a copy of a two-page letter previously sent to the ALJ as the City's "Brief" to him. The exceptions filed with this Board, however, consisted of a seven-page document, together with 23 pages of exhibits. The PBA's attorney states that because he believed the City's exceptions consisted of nothing more than what had been previously submitted to the ALJ, "he didn't see any need to respond".

The City has responded to the PBA's request and the Assistant Corporation Counsel representing the City states that he personally witnessed his secretary place a copy of the exceptions filed with this Board in an envelope addressed to the PBA attorney. He states that the exceptions mailed to the PBA attorney were the same exceptions mailed to the Board. He opposes the request that PBA now be allowed an opportunity to respond to the City's exceptions.

An allegation of nonreceipt of a mailed paper as justification for not responding to it has recently been dealt with in Engel v. Lichterman, 95 A.D.2d 536 (2nd Dept. 1983), aff'd, 62 N.Y.2d 943 (1984). It holds that when service is defined as the act of mailing, as it is by our Rules, a properly

executed affidavit of service raises a presumption that a proper mailing occurred and that service was thereby effected. It is not sufficient for a party merely to assert that it did not receive the paper. Such party must raise a question of fact as to whether proper service was made. Failing that, the issue will be resolved in favor of the properly executed affidavit of service.

The City accompanied its exceptions with a properly executed affidavit of service. The PBA has not raised any question as to the mailing of the exceptions. It has merely asserted that it did not receive the exceptions. There is, accordingly, no basis for granting the request of the PBA and it is hereby denied.

DATED: February 22, 1985
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member

#3A-2/22/85

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

DELHI CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2883

DELHI EDUCATIONAL SUPPORT STAFF ASSOCIATION,

Petitioner,

-and-

DELAWARE ACADEMY AND CENTRAL SCHOOL DISTRICT NON-TEACHING ASSOCIATION, CSEA, INC., LOCAL 1000, AFSCME,

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 Delaware Academy and Central School District Non-Teaching Association, CSEA, Inc., Local 1000, AFSCME 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: All employees employed in the titles of head custodian, assistant head custodian, custodial worker, custodian, senior automotive mechanic, bus driver, automotive mechanic, cook, cafeteria worker/food service helper, school lunch manager, garage helper.

Excluded: All other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Delaware Academy and Central School District Non-Teaching Association, CSEA, Inc., Local 1000, AFSCME and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the above unit, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: February 22, 1985
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

David C. Randles

David C. Randles, Member

#3B-2/22/85

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COUNTY OF WYOMING and the SHERIFF OF WYOMING COUNTY,

Joint Employer,

-and-

CASE NO. C-2791

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., Local 1000, AFSCME, 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: All employees of the Sheriff's Department, including deputy sheriffs, sergeants, correction officers, senior correction officers, turnkeys, radio dispatchers, and fire dispatchers.

Excluded: Sheriff, undersheriff, administrative assistant, all other county employees, managerial employees, and confidential employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the above unit, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: February 22, 1985
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

David C. Randles

David C. Randles, Member

#3C-2/22/85

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF CHILI

Employer,

-and-

CASE NO. C-2788

FRANK MOBILIO, et al.,

Petitioner,

-and-

LOCAL 3179, AFSCME,

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 Local 3179, AFSCME 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: All full-time and regular part-time employees who work at least twenty hours per week.

Excluded: Supervisor, Highway Superintendent, Town Clerk, Budget Officer, Secretary to Supervisor, Assessor, Director of Recreation, seasonal and library employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Local 3179, AFSCME and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the above unit, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: February 22, 1985
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member