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Board (PERB)

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5-25-1989

## State of New York Public Employment Relations Board Decisions from May 25, 1989

New York State Public Employment Relations Board

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## State of New York Public Employment Relations Board Decisions from May 25, 1989

### Keywords

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

### Comments

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

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

Petitioner,

-and-

CASE NO. C-3396

COUNTY OF ULSTER,

Employer.

---

NANCY HOFFMAN, ESQ. (JOSEPH E. O'DONNELL, ESQ.  
of Counsel), for Petitioner

JOSEPH T. KELLY, for Employer

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to a decision of the Director of Public Employment Practices and Representation (Director) which conditionally dismissed a certification petition filed by CSEA for representation of a unit of currently unrepresented part-time<sup>1/</sup> custodial workers employed by the County of Ulster (County) at the Ulster County Community College (College). The Director found that a unit of part-time custodial workers at the College was not the most appropriate unit, and that the most appropriate unit would consist of all part-time

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<sup>1/</sup>Part-time employees are those who work less than 20 hours per week.

employees of the County,<sup>2/</sup> excluding adjunct faculty and all other employees.

As the Director has stated, "It is the policy of the Act to find appropriate the largest unit permitting for effective negotiations."<sup>3/</sup> We are persuaded that the Director correctly found that a County-wide unit for part-time employees is the most appropriate unit, based upon consideration of the community of interest shared by such part-time employees with respect to their hours of work, exclusion from supplementary benefits and the application of common personnel practices and pay rates to them. We also agree with the Director that the appropriateness of a County-wide unit of part-time employees is supported by the existence of a County-wide unit of full-time, blue-collar, white-collar and administrative noninstructional personnel which includes College personnel. Based upon the foregoing, the decision of the Director is affirmed, and IT IS HEREBY ORDERED that the most appropriate unit of the County's part-time employees is as follows:

Included: All employees of the County who work less than 20 hours per week.

Excluded: Adjunct faculty and all other employees.

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<sup>2/</sup>None of the County's part-time employees are currently represented.

<sup>3/</sup>Town of North Castle, 19 PERB ¶4049, at 4071 (1986).

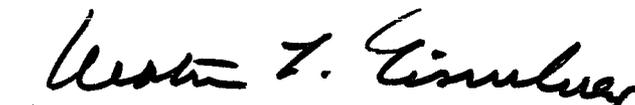
IT IS FURTHER ORDERED that, unless CSEA submits to the Director, within 30 days of receipt of this decision and order, supplemental evidence sufficient to establish a 30% showing of interest among the employees in said unit as of the payroll date immediately preceding the date of this decision, the petition is dismissed.

IT IS FURTHER ORDERED that if such 30% showing of interest is submitted, an election by secret ballot shall be held under the Director's supervision among the employees in the above unit, unless CSEA submits evidence within the time period described above sufficient to satisfy the requirements of §201.9(g)(1) of the Board's Rules of Procedure for certification without an election.

IT IS FURTHER ORDERED that the County shall submit to the Director and to CSEA, within 30 days of receipt of this decision and order, an alphabetized list of all employees within said unit on the payroll date immediately preceding the date of this decision.

DATED: May 25, 1989  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Petition of

RITA WALLACE,

Petitioner

CASE NO. I-0036

To review the implementation of local government provisions and procedures pursuant to §212 of the Civil Service Law and PERB Rule §203.8.

---

RICHARD M. GABA, ESQ., for Petitioner

JACK D. TILLEM, ESQ., for the Nassau County Public Employment Relations Board

BEE, DE ANGELIS & EISMAN, ESQS. (PETER A. BEE, ESQ., of Counsel), for the County of Nassau

BOARD DECISION AND ORDER

On December 30, 1988, Rita Wallace, President of the Civil Service Employees Association, Local 830, AFSCME Local 1000, AFL-CIO (CSEA), filed a petition with this Board to review the implementation of the provisions and procedures of the Nassau County Public Employment Relations Board (local board) pursuant to §203.8 of this Board's Rules of Procedure. The petition alleges that a decision of the local board in a representation proceeding does not follow this Board's decisions and, therefore, that the continuing implementation of the provisions and procedures of the local board are not substantially equivalent to those in Article 14 of the Civil Service Law and PERB's Rules of Procedure. CSEA does not

make any claim of procedural unfairness or irregularity during the proceedings before the local board.

The questions raised by the petition have been investigated pursuant to §203.8 of our Rules of Procedure.

~~CSEA's claim is based upon a decision of the local board~~ dated November 1, 1988, which affirmed a local hearing officer's report and recommendation dated June 10, 1988, which denied CSEA's petition to fragment the deputy sheriffs and correction officers from CSEA's existing county-wide unit. CSEA sought to place these employees in a separate unit which it would also represent.

Hearings were held before Jack D. Tillem, Esq., on July 31 and December 8, 1987. CSEA and the employer, Nassau County (County), were each represented by counsel at the hearings. In support of its petition, CSEA has submitted copies of the representation petition, the local hearing officer's report and recommendation and the local board's decision and order. The County has intervened pursuant to §203.8(e) of this Board's Rules, although, as it did throughout the proceedings before the local board, it takes no position with respect to the merits of CSEA's representation petition. The local board has submitted a letter in response to the petition for review requesting that the petition be dismissed.

DISCUSSION

It is appropriate to begin our discussion with a restatement of the narrowness of our inquiry. In reviewing a local board's decision pursuant to §203.8 of our Rules of Procedure, we have often recognized the desirability of permitting diversity of judgment among local boards.<sup>1/</sup> To that end, PERB will not substitute its judgment for that of the local board with regard to the merits of the matter under review<sup>2/</sup> nor will we reevaluate the weight of the record evidence.<sup>3/</sup> Where the local board conducts an adequate investigation and properly applies the uniting criteria in §207.1 of the Act and its local statutory equivalent, the possibility that this Board would reach a different conclusion on the same facts is not controlling.<sup>4/</sup> This Board will not sustain a challenge to a local board's unit determination unless it is clear that the Act's uniting criteria<sup>5/</sup> or some other imperative provision<sup>6/</sup> have been disregarded.

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<sup>1/</sup>Syracuse Hancock Professional Fire Fighters Ass'n, 17 PERB ¶3105 (1984).

<sup>2/</sup>New York State Nurses Ass'n, 1 PERB ¶399.93 (1968); Nassau County Correction Officers Benevolent Ass'n, 8 PERB ¶3068 (1975).

<sup>3/</sup>Committee of Interns and Residents, 12 PERB ¶3012 (1979).

<sup>4/</sup>In re George Lessler, 13 PERB ¶3023 (1980).

<sup>5/</sup>Committee of Interns and Residents, supra note 3.

<sup>6/</sup>Syracuse Hancock Professional Fire Fighters Ass'n, supra note 1. (statutory coverage)

The local board determined that the shared law enforcement community of interest between the correction officers and deputy sheriffs was insufficient to warrant fragmentation of CSEA's long-standing, county-wide unit. There being no evidence that their separate community of interest had produced any conflict in negotiations or caused CSEA to represent them inadequately, the local board concluded that the continuation of the existing unit was most appropriate. In reaching this conclusion, the local board fully considered the statutory criteria. It is inconsequential, therefore, that we may have placed a greater emphasis on a recognized law enforcement community of interest because the employer is neutral in its unit preference and the department head is in favor of a separate unit. The applicable review standard permits the local board to make its own "best judgment within the guidelines set forth in the statute."<sup>7/</sup>

Although, as alleged, this board has granted separate units as of right to deputy sheriff personnel in several cases,<sup>8/</sup> those decisions were rendered in materially different circumstances. In each case, the sheriff was an elected official and a joint employer with the county. The

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<sup>7/</sup>New York State Nurses Ass'n, supra note 2, at 3247.

<sup>8/</sup>See, e.g., Orange County and the Sheriff of the County of Orange, 14 PERB ¶3012 (1981); County of Schenectady and Sheriff, 14 PERB ¶3013 (1981); County of Clinton and Sheriff of County of Clinton, 18 PERB ¶3070 (1985).

nature of the joint employer relationship between an elected sheriff and a county<sup>9/</sup> makes satisfaction of the uniting criterion in §207.1(b) of the Act possible only on consent. When that necessary consent is withdrawn by either the county or the sheriff, there is no single official at the level of the unit with the power to agree to terms and conditions of employment. Because the public employers could terminate the unit on petition filed during the applicable open period, equity considerations require permitting fragmentation of the mixed unit on the request of the employees or their representative.

The local hearing officer considered our joint employer decisions and found them inapplicable because the Nassau County Sheriff, as an appointee of the county executive, is not a joint employer with the County. We have never held an appointed sheriff to be a joint employer with a county as a matter of law and there are no facts offered to establish that status in this particular case.<sup>10/</sup>

Inasmuch as the applicable and necessary criteria were recognized and considered by the local board, we find that

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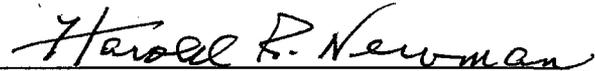
<sup>9/</sup>Compare other joint employer relationships which we have held do not necessarily compel fragmentation on request of a party to the multi-employer unit. Town of North Castle, 19 PERB ¶3025 (1986).

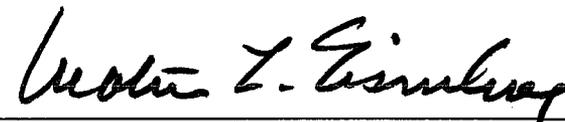
<sup>10/</sup>We express no opinion as to whether a joint employer relationship which is dependent on the facts of the particular case, as opposed to the sheriff's status alone, is sufficient to trigger the Orange, Schenectady and Clinton rationale.

the provisions and procedures enacted by Nassau County have been implemented by the local board in a manner substantially equivalent to the provisions and procedures set forth in the Act and the Rules of Procedure of this Board.

~~NOW, THEREFORE, WE ORDER~~ that the petition be, and it hereby is, dismissed.

DATED: May 25, 1989  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

HAROLD E. ALSTON,

Charging Party,

-and-

CASE NO. U-9032

TRANSPORTATION WORKERS UNION,  
LOCAL 100,

Respondent.

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HAROLD E. ALSTON, pro se

O'DONNELL & SCHWARTZ, ESQS. (MANLIO DI PRETA, ESQ.,  
of Counsel), for Respondent

BOARD DECISION AND ORDER

Harold E. Alston excepts to the dismissal, after hearing, of his charge that the Transportation Workers Union, Local 100 (TWU) breached its duty of fair representation to him in violation of §209-a.2(a) of the Public Employees' Fair Employment Act (Act), in connection with its handling of certain disciplinary and contract grievance matters.

A hearing was conducted in this matter pursuant to our order of remand<sup>1/</sup> wherein we directed that further proceedings be held on the specific and limited issue of whether the actions of the TWU in relation to Alston's grievances, which were found to be within the scope of its

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<sup>1/</sup>21 PERB ¶3034 (1988).

authority, were, nevertheless, motivated improperly by Alston's dissident views.

On remand, the assigned Administrative Law Judge (ALJ) conducted two days of hearing, at which Alston presented documentary evidence and testimony on his own behalf. At the conclusion of his case, the TWU moved for dismissal of the charge upon the ground that Alston had not met his burden of proof in establishing a violation of §209-a.2(a) of the Act. By decision dated January 3, 1989, the ALJ granted the TWU's motion and dismissed the charge in its entirety.<sup>2/</sup>

Alston, in his exceptions to this Board, sets forth in great detail the events preceding the filing of his charge, and claims that improper motivation has been established in this case by use of comparative evidence of his case with other similar cases. However, he points to no record evidence which would support the allegation that he was subjected to disparate treatment in the handling of his grievances by the TWU, which was improperly motivated by his previous criticisms of the TWU, or by any other conduct on his part protected by the Act.<sup>3/</sup>

In view of the failure to establish, by a preponderance of the evidence, that the TWU's manner of handling Alston's

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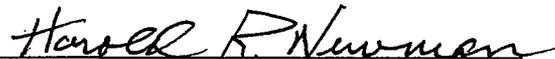
<sup>2/</sup>22 PERB ¶4502 (1989).

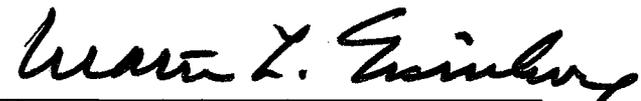
<sup>3/</sup>See Chenango Valley Teachers Ass'n, NYSUT, 21 PERB ¶3005 (1988); Hauppauge Schools Office Staff Ass'n, 18 PERB ¶3029 (1985).

grievances was improperly motivated, we find that the ALJ properly dismissed the charge.

IT IS THEREFORE ORDERED that the charge be, and it hereby is, dismissed in its entirety.

DATED: May 25, 1989  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL  
EMPLOYEES

Charging Party,

-and-

CASE NO. U-10174

COUNTY OF SUFFOLK,

Respondent.

---

ROBERT M. ZISKIN, ESQ., for Charging Party

E. THOMAS BOYLE, ESQ. (HARRIET A. GILLIAM, ESQ.,  
of Counsel), for Respondent

BOARD DECISION AND ORDER

The Suffolk County Association of Municipal Employees (Association) excepts to the dismissal of its improper practice charge against the County of Suffolk (County), which alleges that the County violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) when the County Executive issued an Order relating to use of County vehicles, allegedly in breach of a 1973 agreement between the parties settling a contract grievance on behalf of enumerated employees.

The charge alleges, on behalf of those employees covered by the contract grievance settlement, that the County violated the settlement agreement which required the provision of motor vehicles for the employees for transportation in the performance of their duties and to and from their homes. The charge further

alleges that on or about February 10, 1988, an Executive Order was issued, which provides, in relevant part:

1. There shall be a general rule that cars may only be assigned to elected officials, department heads and deputy county executives;
2. ~~All other County officers and employees shall have access only to pool cars;~~
3. In appropriate instances, pool cars may be used for commuting, but during the work day, these cars shall remain part of the pool; . . .

The assigned Administrative Law Judge (ALJ) concluded, based upon his review of the improper practice charge, the 1973 settlement agreement, and the Executive Order, and upon a finding that the Association had grieved the County's action, that the charge seeks nothing more than enforcement of an agreement previously reached between the parties, which the County is alleged to have breached by issuance of its Executive Order.

We concur with the finding of the ALJ that the charge claims only that the County has breached its 1973 agreement involving the covered bargaining unit members. The charge, for example, alleges that "by virtue of Executive Order #2 . . . the County of Suffolk . . . unilaterally terminated its aforementioned agreement and unilaterally limited the assignment of County vehicles to elected officials, department heads and deputy county executives, and designated all remaining vehicles as 'pool cars' and directed that the ten named individuals herein shall have access only to pool vehicles." The charge further alleges that "the unilateral decision to discontinue providing County vehicles

to the aforementioned employees constitutes a violation of §209-a.1(d) . . . ." Finally, the charge's allegations relate to the provision of vehicles to specified employees only, and not to any other procedures or policies contained in the County's Executive Order not covered by the agreement. From the foregoing, the conclusion is inescapable that the charge seeks nothing more than enforcement of an agreement between the parties, which, pursuant to §205.5(d) of the Act, is beyond our statutory authority.<sup>1/</sup>

In its exceptions, the Association argues that under our decision in Herkimer County BOCES, 20 PERB ¶3050 (1987), conditional dismissal of the charge should have been ordered. In order for the conditional dismissal called for in Herkimer County BOCES to apply, however, the charge must set forth at least a colorable claim of violation of the Act separate and apart from any possible contract violation. Indeed, in that case, a bona fide dispute existed between the parties concerning whether the contract covered at all the issue raised by the improper practice charge. In order for conditional dismissal to take place, some basis must exist for asserting that the improper practice charge

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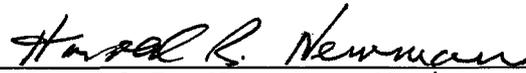
<sup>1/</sup>Section 205.5(d) of the Act provides, in relevant part, as follows:

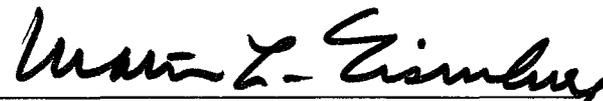
[T]he board shall not have authority to enforce an agreement between an employer and an employee organization and shall not exercise jurisdiction over an alleged violation of such an agreement that would not otherwise constitute an improper employer or employee organization practice.

extends beyond the four corners of any contract grievance which has been filed. In the instant case, neither the charge nor any clarification thereof, nor the exceptions submitted to this Board, raises an issue of fact concerning whether we may have jurisdiction over the charge in compliance with §205.5(d) of the Act. Because no basis is set forth by the charging party to establish the existence of an issue concerning our jurisdiction, unconditional dismissal of the charge is required.

IT IS THEREFORE ORDERED that the charge be, and it hereby is, dismissed.

DATED: May 25, 1989  
Albany, New York

  
\_\_\_\_\_  
Harold R. Newman, Chairman

  
\_\_\_\_\_  
Walter L. Eisenberg, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
- BINGHAMTON CITY SCHOOL DISTRICT UNIT 6157,

Charging Party,

-and-

CASE NO. U-10181

BINGHAMTON CITY SCHOOL DISTRICT,

Respondent.

---

NANCY E. HOFFMAN, ESQ. (EILEEN J. MC CARTHY, ESQ.,  
of Counsel), for Charging Party

COUGHLIN & GERHART, ESQS. (FRANK W. MILLER, ESQ.,  
of Counsel), for Respondent

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Binghamton City School District (District) to an Administrative Law Judge (ALJ) decision which held that the District violated §§209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) when it placed two letters in the personnel file of Michael Igo, Unit President of the Civil Service Employees Association, Inc. - Binghamton City School District Unit 6157 (CSEA).

The record establishes that during a conversation in an employee lounge between Igo and two unit members on

January 21, 1988, Igo stated that if he had access to certain documents he would be able to prove that Wynnyk, Director of Transportation and Attendance, had lied at a recent District/CSEA arbitration hearing. Upon learning of this statement, Price, the Director of Personnel issued a memorandum to Igo, stating the following:

I have advised you verbally on other occasions that you have no right to make public comments about people in a manner which could be found to be slanderous. Statements of this kind are not only injurious to the reputation of the people accused but are also damaging to the moral [sic] and working environment of this School District. This is your final written warning that actions and statements of this nature are not to occur.

This letter shall become a part of your permanent file. It should further be noted that this letter does not preclude other forms of disciplinary action in light of this or other events which have occurred recently.

By memorandum dated February 8, 1988, Igo responded to the memorandum, asserting that:

Your letter of January 28, 1988 is an inaccurate account as to the facts of January 21, 1988.

I am requesting that the January 28, 1988 letter not become part of my permanent personnel file.

If the January 28, 1988 letter remains in my permanent personnel file as of Tuesday, February 16, 1988, an improper practice charge will be filed with the Public Employment Relations Board.

On February 19, 1988, Price responded to Igo's memorandum by issuing a further memorandum denying Igo's request that her prior memorandum be removed from his personnel file, and stating:

It is inappropriate for an employee to ~~make a threat such as that contained in~~ your letter of February 8, 1988. If you feel that you have a legitimate claim, you[r] avenue is to file what proceedings you feel may be appropriate.

Please be advised that a copy of your February 8, 1988 correspondence along with a copy of this letter are being placed in your permanent personnel file.

The ALJ found that discussions between the president of an employee organization and unit members concerning events which affect terms and conditions of employment are protected by the Act. We agree that, as a general rule, such discussions are protected activities. Dissemination of information by a unit president to bargaining unit employees concerning testimony and events at an arbitration hearing conducted pursuant to a collective bargaining agreement is properly considered protected activity. To the extent that the District argues before us that Igo was not engaged in union activity subject to the Act's protection when he discussed the arbitration hearing with unit members, its exceptions are accordingly denied.

The more difficult issue before us is whether Igo's statement that Wynnyk lied during the hearing is beyond the realm of protected activity.

We have previously held<sup>1/</sup> that "an employee engaged in a protected activity does not lose that protection merely because he makes inaccurate statements that disturb the employer. The employee retains his protection unless his statements are shown to indicate an 'intent to falsify or maliciously injure the respondent.'"

While the District asserts that Igo's statement is slanderous, false and malicious, the record discloses neither that the statement was false, nor that it was made with an intent to falsify or maliciously to injure the District.<sup>2/</sup> Because Igo was engaged in protected activity at the time he made his statement, the burden shifted to the District to establish that the nature of the statement was such as to take it outside the scope of the Act's protection. In order to meet this burden, it would have had to establish that Igo intentionally made a false statement, or maliciously sought to injure the District by making the statement.<sup>3/</sup> Because no evidence whatsoever was introduced to establish Igo's intent

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<sup>1/</sup>Plainedge Public Schools, 13 PERB ¶3037, at 3056 (1980), citing Walls Mfg. Co. v. NLRB, 321 F.2d 753, 53 LRRM 2428 (D.C. Cir. 1963), cert. denied, 375 U.S. 923, 54 LRRM 2576 (1963).

<sup>2/</sup>The entire record consists of the three memoranda quoted supra, together with certain correspondence, none of which relates to these issues.

<sup>3/</sup>See O'Neil v. Peekskill Faculty Assn., 120 A.D.2d 36 (2d Dep't 1986), motion for leave to appeal denied, 69 N.Y.2d 984 (1987).

or motive, or his belief in the truth of the statement, the statement is within the realm of protected activity.

Having so found, we affirm the finding of the ALJ that the District violated §§209-a.1(a) and (c) of the Act when it issued a "final written warning" to Igo for his conduct of January 21, 1988.

We further affirm the finding of the ALJ that Igo's assertion in his February 8, 1988 memorandum that failure to remove Price's earlier writing would result in the filing of an improper practice charge with the Public Employment Relations Board is also protected activity. A single assertion of the intention to file an improper practice charge does not constitute a threat which would take the assertion outside the realm of protected activity.

Therefore, the placement of Igo's and Price's memorandum of February 19 into Igo's permanent personnel file are likewise violative of these two subsections of the Act because, as we earlier held in Board of Education of the City School District of the City of New York (Barnett), 17 PERB ¶13046, at 3073 (1984), the filing "is likely to have a chilling effect upon the employee's exercise of [protected] activities."

Based upon the foregoing, the District's exceptions are denied and the ALJ decision is affirmed in its entirety.

IT IS THEREFORE ORDERED that the District:

1. Remove from Igo's personnel file the letters dated January 28, 1988, February 8, 1988, and February 19, 1988;
2. Cease and desist from restraining, coercing, interfering with or discriminating against Michael Igo or any other unit member for engaging in the exercise of activities protected by the Act; and
3. Sign and post the attached notice at all locations customarily used to post notices to unit members.

DATED: May 25, 1989  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

APPENDIX

# NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE

PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE

PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

**we hereby notify** all employees in the unit represented by the Civil Service Employees Association, Inc. - Binghamton City School District Unit 6157, that the Binghamton City School District will:

1. Remove from Michael Igo's personnel file the letters dated January 28, 1988, February 8, 1988 and February 19, 1988.
2. Not restrain, coerce, interfere with or discriminate against Michael Igo or any other unit member for engaging in the exercise of activities protected by the Act.

Binghamton City School District

Dated.....

By.....  
(Representative) (Title)

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

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

TEAMSTERS LOCAL 294, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-CIO,

Petitioner,

-and-

CASE NO. C-3509

TOWN OF CHARLESTON,

Employer.

---

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 Teamsters Local 294, International Brotherhood of Teamsters, 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.

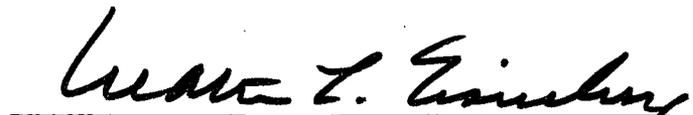
Unit: Included: All full-time mechanical equipment operators.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Teamsters Local 294, International Brotherhood of Teamsters, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: May 25, 1989  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member