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State of New York Public Employment Relations Board Decisions from August 28, 1996

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from August 28, 1996

Keywords

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY
SUPERIOR OFFICERS BENEVOLENT ASSOCIATION,

Charging Party,

-and-

CASE NO. U-15119

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY,

Respondent,

-and-

BRIDGE AND TUNNEL OFFICERS BENEVOLENT
ASSOCIATION,

Intervenor.

ROBERT LIGANSKY, ESQ., for Charging Party

DEBORAH S. GOLD, ESQ., for Respondent

HAYT, HAYT AND LANDAU (RALPH PERNICK of counsel), for
Intervenor

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Triborough Bridge and Tunnel Authority Superior Officers Benevolent Association (SOBA) to a decision by an Administrative Law Judge (ALJ) on SOBA's charge against the Triborough Bridge and Tunnel Authority (Authority). The charge alleges that the Authority violated §209-a.1(a), (b) and (c) of the Public Employees' Fair Employment Act (Act) when it refused to deduct membership dues on behalf of SOBA pursuant to the authorization of approximately thirty-six temporary sergeants. After a hearing, the ALJ

concluded that temporary sergeants are not in SOBA's unit and, therefore, the Authority had no duty under the Act to grant SOBA a dues checkoff.^{1/}

SOBA argues in its exceptions that its contractual recognition clause, the temporary sergeants' duties, its bargaining and grievance history with the Authority, and the community of interest shared between the temporary sergeants and others in SOBA's unit show persuasively that SOBA is the bargaining agent for the temporary sergeants.

The Authority argues that the ALJ's detailed analysis of the lengthy record is correct, as is her conclusion that the temporary sergeants are not in SOBA's unit.

The Bridge and Tunnel Officers Benevolent Association (BTOBA),^{2/} which intervened and appeared at the hearings before the ALJ, has chosen not to submit any papers in conjunction with these exceptions.

Having reviewed the record and considered the parties' arguments, we affirm the ALJ's decision.

The Authority has been appointing BTOs as temporary sergeants for years for terms that vary greatly in duration. Appointments have been for as short as one-half day and for as

^{1/}Although the temporary sergeants have a right to become members of SOBA, the Authority must extend a membership dues deduction to SOBA under §208.1(b) of the Act only if it is the statutory bargaining agent for those employees.

^{2/}The BTOBA represents the Authority's nonsupervisory bridge and tunnel officers (BTOs).

long as four years. Their dues were always deducted by the Authority in favor of the BTOBA. Similarly, the Authority's welfare fund contributions on behalf of the temporary sergeants were also paid to BTOBA. A temporary sergeant is paid a permanent sergeant's entry-level salary, a rate fixed by SOBA's contract, but one which is guaranteed the temporary sergeant by BTOBA's contract. Temporary sergeants' duties, responsibilities, rights and powers are substantially the same as permanent sergeants', as are their normal conditions of work.^{3/}

The record shows that SOBA has occasionally discussed temporary sergeants in labor-management meetings with the Authority. It or its predecessor organization has also filed grievances concerning the temporary sergeants. A 1980 grievance concerned the Authority's refusal to deduct agency shop fees from the temporary sergeants. A step 3 decision on that grievance favorable to SOBA's interest was subsequently withdrawn by the Authority's representative who had issued that decision, the underlying grievance was settled, and the demand for arbitration was withdrawn. Two grievances filed by SOBA in 1993 regarding the temporary sergeants were denied by the Authority on the ground that SOBA does not represent them. Pursuant to a judicial proceeding commenced by SOBA in 1992, which challenged the Authority's use of provisional and temporary appointments to the

^{3/}The appointment of BTOs as temporary sergeants which triggered this charge was atypical both in terms of the number of appointments and the nature of the duties assigned, which were more limited than a permanent sergeant's.

positions of sergeant and lieutenant, the Supreme Court determined that SOBA did not have standing to contest the appointments of temporary sergeants because the temporary sergeants were "not members" of SOBA.

Like SOBA, BTOBA has also filed grievances and undertaken litigation regarding the temporary sergeants. In a judicial proceeding commenced by the BTOBA regarding drug testing of temporary sergeants, BTOBA's president submitted an affidavit asserting that temporary sergeants are BTOs on out-of-title assignment and are members of BTOBA during their temporary service. SOBA's president knew about BTOBA's litigation and he filed a supporting affidavit without specifically addressing the unit question.

Provisions in the agreements between SOBA (and its predecessor organization) and the Authority refer to persons both in "acting", "temporary" or "nonpermanent" positions, including one section (22 of a 1988-91 memorandum of understanding) which continues certain "sergeants, either permanent or temporary (acting)" under a salary plan earlier in effect.

SOBA's exceptions are directed only to the ALJ's merits determination and we limit our review accordingly.^{4/} SOBA alleges that the temporary sergeants are in its unit. Although BTOBA had claimed for years to represent the temporary sergeants,

^{4/}The ALJ's timeliness determination and that part of her decision denying collateral estoppel effect to the 1992 court decision finding that temporary sergeants are not "members" of SOBA have not been appealed.

it nonetheless admitted SOBA's contrary allegation in its answer to the charge, and it has now declined any participation on this appeal from the ALJ's decision. The Authority argues that the temporary sergeants are BTOs who are on out-of-title assignment and that they remain in BTOBA's unit during that temporary assignment.

As the ALJ's decision reveals through its detail, the issue regarding which, if either, unit includes the temporary sergeants is not entirely free from doubt. Favoring SOBA's claim is the breadth of its recognition clause (all supervisory personnel with exclusions not here relevant), contractual provisions pertaining directly or indirectly to other than permanent sergeants, and isolated grievance activity and other dealings with the Authority on behalf of or relating to the temporary sergeants. The last two of these three factors evidencing unit placement are equally true, however, for the BTOBA. The BTOBA has at least one contract clause dealing specifically with the temporary assignment of a BTO to a sergeant's position and it, too, has filed grievances and undertaken other efforts, most notably the lawsuits, on behalf of or relating to the temporary sergeants. We agree with the ALJ's conclusion that these evidences are inconclusive because they favor alternative unit placement conclusions, as does the community of interest between the permanent and temporary sergeants, whether derived from the similarity of their duties or from common salary and benefit provisions. It is not unusual for employees who replace others

on an acting basis to have common duties, salary and benefits and that fact is at least as consistent with the temporary sergeants being in BTOBA's unit as it is with their being in SOBA's unit.

In weighing SOBA's broad recognition clause against a labor relations history under which, to SOBA's knowledge, dues checkoff and welfare fund contributions have always been made for the temporary sergeants in favor of the BTOBA, we believe the latter to be far more conclusive regarding unit placement than the former. Despite the possibility one could interpret SOBA's recognition clause to be broad enough to include the temporary sergeants in its unit, the parties' course of conduct regarding dues deductions and benefit fund contributions reflects a clear understanding that temporary sergeants are BTO's on assignment to out-of-title work who remain in BTOBA's unit during that assignment.

Our conclusion that temporary sergeants are not in SOBA's unit is also strongly supported by the great variation in the duration of the temporary sergeants' assignments. It is not reasonable, for example, to conclude that SOBA's unit includes a temporary sergeant who is assigned that status for a few hours. Minimally, therefore, SOBA's argument would necessitate that we engraft a period of service requirement to the definition of those temporary sergeants who are allegedly in its unit. There is, however, nothing in the record which would lend support to a conclusion that the parties intended some temporary sergeants to be in SOBA's unit, but others to be in BTOBA's unit depending

upon the length of their service as a temporary sergeant. The only clause that would lend itself to that result is the agency shop fee clause in SOBA's contract. That clause, however, simply requires the Authority to deduct a sum equivalent to membership dues from those SOBA unit employees who are not SOBA members after two weeks of employment with the Authority. The agency shop fee clause begs the question as to who is in SOBA's unit because it does not define who is a unit employee. The reference to the two weeks of employment does not define the unit composition. It is merely the period of time after which the Authority must begin the agency fee checkoff for those employees who are in SOBA's unit who elect not to become SOBA members. Therefore, the agency shop fee clause does not establish that a temporary sergeant becomes a SOBA unit employee after holding an appointment as a temporary sergeant for two weeks. While such a period of service could be a requirement in the context of a representation proceeding which seeks a determination regarding the appropriate uniting of the temporary sergeants, it cannot be established in the context of this charge where the issue is not whether any temporary sergeants should be in SOBA's unit, but whether they are in fact already represented in that unit.

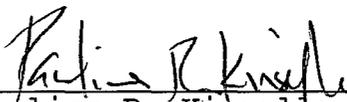
Nor is the issue before us whether the temporary sergeants' exclusion from SOBA's unit has been or can be manipulated by the Authority to its advantage or whether the temporary sergeants might be more appropriately included in SOBA's unit. Those are issues which can be raised in a different context. The Authority

having been charged with a violation of the Act, the only issue for us is whether the temporary sergeants were within SOBA's unit when the dues deduction authorizations were presented and refused, for only then would the Authority have had any statutory duty to deduct membership dues pursuant to those authorizations. Having concluded that the temporary sergeants are not and have not been in SOBA's unit, the ALJ correctly dismissed the charge.

For the reasons set forth above, SOBA's exceptions are denied and the ALJ's decision is affirmed.

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

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

**ASSOCIATION OF MUNICIPAL EMPLOYEES,
WHITE COLLAR BARGAINING UNIT #2,**

Charging Party,

-and-

CASE NO. U-15266

COUNTY OF SUFFOLK,

Respondent.

ROBERT M. ZISKIN, ESQ., for Charging Party

**ROBERT CIMINO, SUFFOLK COUNTY ATTORNEY (VIRGINIA PARKER
of counsel), for Respondent**

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Association of Municipal Employees, White Collar Bargaining Unit #2 (AME) to a decision by an Administrative Law Judge (ALJ) dismissing its charge against the County of Suffolk (County). AME's charge alleges that the County violated §209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) when it discharged Joy Biener, a probationary nurse working in the County's methadone clinic, because she insisted upon her rights regarding time off from work and work schedules under the collective bargaining agreement between AME and the County.

After a hearing, the ALJ dismissed the charge upon a finding that Biener's discharge was not caused by her invocation of contract rights. Crediting the County's witnesses, and

discrediting Biener's testimony in all relevant respects,^{1/} the ALJ found that Biener was discharged because there had been many complaints from her co-workers about her work habits, which had been observed and confirmed over time by supervisory personnel.

AME excepts to the entirety of the ALJ's decision, including all material factual determinations and all credibility resolutions. The County has not filed a response.

Having reviewed the record and considered AME's exceptions, we affirm the ALJ's decision.

The ALJ found that the County's witnesses testified credibly that they had observed problems which Biener had at work, including inappropriate socializing with patients at the work place, excessive discussion of her personal problems with staff and patients, tardiness, inappropriate dress, her acceptance, at least for a time, of a gift from a patient and her failure to report promptly that a patient was in possession of a handgun during treatment. To grant AME's exceptions would necessitate that we reverse the ALJ's credibility resolutions. Indeed, its argument for reversal of the ALJ's decision rests in major part on Biener's testimony, which the ALJ rejected. The record affords us no reason to reverse the ALJ's credibility resolutions for they are entirely consistent with that record. At the very least, it is clear from this record that the County believed that Biener's work habits exhibited a lack of judgment and

^{1/}Biener was AME's only witness.

professionalism in dealing with the patients treated at the methadone clinic. These work problems were witnessed regularly by co-workers and supervisory personnel and were discussed with Biener, but they were not corrected from the County's point of view. Although Biener contends that she was not given a formal written warning, and that her termination is, accordingly, suspect, the ALJ found that no inference of impropriety could be drawn from the absence of a formal written warning to a probationary employee, particularly in light of the discussions she had had with her supervisors.

Biener argues that all of the persons who complained to their common supervisor about her conduct on the job lied or exaggerated because they were "out to get her", and that the County's management would never have believed them or acted upon its supervisors' own observations of Biener's work were it not for her insistence that the County follow AME's collective bargaining agreement. However, the ALJ determined, and we agree, that those conclusions could not be reached on a record that offered "overwhelming" evidence of a discharge for cause and no persuasive evidence of union animus.

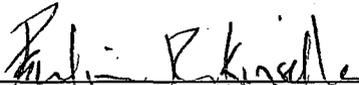
The ALJ also made a credibility determination that Biener's articulated interest in stopping work on a split shift presented no problem to the County because it was an accommodation from the beginning to Biener's schedule. Similarly, as the ALJ also found, the fact that Biener submitted a written request for a day off on the day after Columbus Day was not likely to have upset

Biener's immediate supervisor to any degree because the supervisor had earlier requested from Biener a written request regarding the preceding Memorial Day holiday.

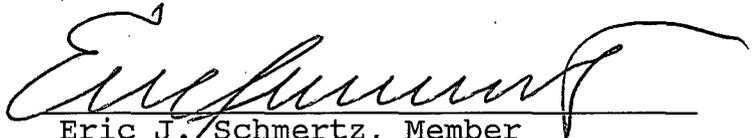
For the reasons set forth above, the ALJ's decision is affirmed and AME's exceptions are denied.

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

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF CARMEL POLICE BENEVOLENT
ASSOCIATION, INC.,

Charging Party,

-and-

CASE NO. U-17009

TOWN OF CARMEL,

Respondent.

RAYMOND G. KRUSE, ESQ., for Charging Party

ANDERSON, BANKS, CURRAN & DONOGHUE (JAMES P. DROHAN of
counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Town of Carmel (Town) to a decision of an Administrative Law Judge (ALJ) finding that it had violated the Public Employees' Fair Employment Act (Act) when it unilaterally altered the notification time for the grant or denial of requests for compensatory time off from work or changes in vacation schedules for employees in the unit represented by the Town of Carmel Police Benevolent Association, Inc. (PBA).

The Town argues in its exceptions that the ALJ erred in determining that the notice period for the grant or denial of compensatory time off or changes in vacation schedules is a mandatory subject of negotiation, one not related to its past practice of unilaterally altering minimum staffing components.

The Town further asserts that the ALJ erred in finding the existence of a practice of notifying employees of the grant or denial of compensatory time off more than ninety minutes prior to the start of a shift for which time off had been requested. The PBA supports the ALJ's conclusions of fact and law.

Based upon a review of the record and consideration of the parties' arguments, we affirm the decision of the ALJ.

The PBA represents a unit of police officers employed by the Town. From 1986 through January 1994, the Town did not offer light duty assignments. From February 1994 to January 23, 1995, light duty assignments were made. Moreover, the officers performing those assignments were not counted in determining whether minimum staffing requirements were met for each shift. On January 23, 1995, the Town ordered that police officers on light/modified duty would henceforth be counted as part of the Police Department's minimum staffing.^{1/} On June 26, 1995, the Chief of Police issued a subsequent order, which follows:

Due to budgetary constraints, the amount of time off approved in advance must be more carefully controlled. Currently, sick time required by modified duty officers and liberal approval of time off are straining the overtime line of the budget. To maintain minimum manning with a minimum of overtime the following procedure is being put into effect:

For the purpose of advance approval of time off, officers on modified duty will not be counted in determining whether minimum

^{1/}The PBA filed an improper practice charge alleging that the Town refused to negotiate the impact of its decision. We found a violation of the Act and ordered the Town to negotiate the PBA's demands. Town of Carmel, 29 PERB ¶3026 (1996) (appeal pending).

manning has been met. For approval of time off requested no earlier then [sic] ninety (90) minutes before the tour of duty begins, officers on modified duty will be counted in determining minimum manning.

While this may restrict opportunities for advance approval of time off, I have attempted to minimize the effect by counting officers on modified duty as part of minimum manning once it is apparent they will be reporting for duty. If in the future the former more liberal procedure can be reinstated, this procedure will be reviewed. I am sorry for any inconvenience [sic] this may cause.

By letter dated July 20, 1995, the PBA demanded to negotiate. The Town did not respond.

The Chief of Police testified that requests for changes in vacation picks are directed to the Chief of Police or to the lieutenant and, prior to the June 26 order, they could be requested and granted or denied at any time. He conceded that such requests can not now be answered at any time, but must be determined in light of his June 26 order. The Chief further testified that the only prior restriction on the grant of compensatory time off was that requests for the use of such time had to be made within ten days of its intended use and that the potential previously existed for the grant or denial of such requests to be made at anytime within the ten-day period.^{2/} By virtue of his June 26 order, the discretion for granting such requests was greatly narrowed. Indeed, the order itself

^{2/}Such requests for compensatory time off are directed to the sergeant.

recognizes that "this may restrict opportunities for advance approval of time off".

We have previously held that notice to employees and their bargaining agents of actions taken or decisions made by an employer is a mandatory subject of negotiations except in emergency situations.^{3/} Reasonable advance response to an employee's leave request is nothing more than a proper demand for fair treatment^{4/} and is, therefore, a mandatory subject of negotiations. The Town's implementation of an order which precluded such requests from being responded to prior to ninety minutes before the start of each shift has imposed new restrictions on the ability to grant or deny requests for compensatory time off or changes in vacation schedules.

The Town argues in its exceptions that it has done nothing more than change the ability to count a light duty officer as making up the minimum staffing complement until ninety minutes before the start of a shift. However, since the grant of compensatory time off and the grant of rescheduled vacation time can only occur when the minimum staffing level is met, the Town's action in changing the status of a light duty officer to

^{3/}See, e.g., Int'l Union of Operating Engineers, Local 71-71A, 23 PERB ¶3048 (1990) (notice of shift or location change); City of Schenectady, 21 PERB ¶3022 (1988) (notice of entries in personnel files); Hudson Valley Community College Faculty Ass'n, 12 PERB ¶3030, at 3057 (1979) (layoff notification); Corning Police Dep't, Steuben County Chapter CSEA, 9 PERB ¶3086 (1976) (notice of change in shift); City of Albany, 7 PERB ¶3078, at 3135 (1974) (subsequent history omitted) (layoff notification).

^{4/}Corning Police Dep't, Steuben County Chapter CSEA, supra.

establish the minimum staffing level has necessitated the withholding of approval for these requests until ninety minutes before the shift has started. The Town's action unilaterally altered the amount of time an employee must wait to ascertain if such a request is granted or denied to ninety minutes before the start of the shift for which leave has been requested and is, therefore, violative of §209-a.1(d) of the Act.

The Town's also excepts to the ALJ's finding that the record establishes that a practice existed of employees receiving prompt, almost immediate, responses to their requests for compensatory time off. The PBA's witness testified that the requests were answered almost immediately and even the Town's sole witness, the Chief of Police, conceded that the ability to respond immediately had been eliminated by his June 26 order. The record supports the ALJ's finding that a practice existed which was unilaterally altered by the Town.

Based on the foregoing, the exceptions of the Town are denied and the decision of the ALJ is affirmed.

IT IS, THEREFORE, ORDERED that the Town rescind that portion of the June 26, 1995 order which concerns the time of response to requests for compensatory time off and changes in vacation schedules.

IT IS FURTHER ORDERED that the Town make whole any unit employee for any wages or benefits lost as a result of the promulgation of that portion of the June 26, 1995 order, with interest at the maximum legal rate, that it negotiate with the

Association regarding advance notification on requests for compensatory time off and changes in vacation picks, and that it sign and post notice in the form attached at all locations ordinarily used to post notices of information to unit employees.

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

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 of the Town of Carmel in the unit represented by the Town of Carmel Police Benevolent Association, Inc. that the Town will:

1. Rescind that portion of the June 26, 1995 order which concerns the time of response to requests for compensatory time off and changes in vacation schedules.
2. Make whole any unit employee for any wages or benefits lost as a result of the promulgation of that portion of the June 26, 1995 order, with interest at the maximum legal rate.
3. Negotiate with the Association regarding advance notification on requests for compensatory time off and changes in vacation picks.

Dated

By
(Representative) (Title)

TOWN OF CARMEL
.....

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

In the Matter of

ORLEANS COUNTY DEPUTY SHERIFFS'
ASSOCIATION,

Petitioner,

-and-

CASE NO. C-4442

COUNTY OF ORLEANS and ORLEANS COUNTY
SHERIFF'S DEPARTMENT,

Joint Employer,

-and-

SECURITY AND LAW ENFORCEMENT EMPLOYEES,
COUNCIL 82, AFSCME, AFL-CIO,

Intervenor.

HARRIS, BEACH & WILCOX (EDWARD HOURIHAN, JR. of counsel),
for Petitioner

FLAHERTY, COHEN, GRANDE, RANDAZZO & DOREN (SUSAN McCLAREN of
counsel), for Employer

HITE & CASEY, P.C. (CHRISTOPHER GARDNER of counsel), for
Intervenor

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Council 82, AFSCME, AFL-CIO (Council 82) to a decision by an Administrative Law Judge (ALJ), as adopted and confirmed by the Director of Public Employment Practices and Representation (Director),^{1/} on a petition filed by the Orleans County Deputy Sheriffs'

^{1/}The decision was issued by both the ALJ and the Director in response to a decision by Supreme Court in Union-Endicott Cent. Sch. Dist. v. PERB, 29 PERB ¶7004 (Sup. Ct. Alb. Co. March 1996) (appeal pending). In relevant part, the Court held that a decision in a representation case must be made by the person who conducted the hearing, in this case, the ALJ.

Association (Association) to fragment deputy sheriffs in the criminal division from a unit of all employees of the County of Orleans and the Orleans County Sheriff (Joint Employer)^{2/} represented by Council 82.

Relying on our decision in County of Dutchess and Dutchess County Sheriff (Dutchess)^{3/}, where we recognized that the law enforcement duties of a deputy sheriff, as opposed to other employees of a sheriff's department, may be sufficient to warrant the establishment of a separate unit of deputy sheriffs, the ALJ/Director granted the petition and created a separate unit of employees in the criminal division. Council 82 excepts to the decision because, it asserts, the ALJ/Director failed to consider the lack of any evidence of inadequate representation of the deputy sheriffs by Council 82 or a conflict of interest between the employees in the two divisions, which is, Council 82 argues, the only basis upon which the fragmentation of an existing unit may be granted. Neither the Association nor the Joint Employer has filed a response.

^{2/}The existing unit includes employees in the titles of deputy sheriff, deputy sheriff investigator, lieutenant-road patrol and major, who, as part of the criminal division, are primarily responsible for law enforcement, and correction officer, civilian dispatcher, cook, clerk, sergeant, lieutenant-corrections and captain, who are responsible for the care and custody of inmates, including booking inmates and transporting them, usually in the company of a deputy sheriff.

^{3/}26 PERB ¶13069 (1993). The case was remanded to the Director for a further investigation of the civil service classification, job duties and training of the deputy sheriffs. As the case was settled after the remand, there was no subsequent decision.

After a review of the record and consideration of the parties' arguments, we affirm the decision of the ALJ/Director.

After the decision of the ALJ/Director in this case, and after Council 82 had filed its exceptions, we decided County of Erie and Sheriff of Erie County (Erie),^{4/} in which we considered the appropriate uniting of deputy sheriffs. In Erie, we focused not on whether there had been a demonstrated conflict of interest between the deputy sheriffs and other sheriff's department employees or whether any of the deputy sheriffs had been inadequately represented within the overall unit. Instead, we looked to the duties and responsibilities of police officers, which are unique among public employees, and concluded that a separate unit was appropriate for those deputy sheriffs who are exclusively or primarily responsible for the prevention and detection of crime and the enforcement of the general criminal laws of the state. Utilizing that definition in Erie, we found appropriate a unit of deputy sheriffs in the criminal division, notwithstanding the absence of any evidence of actual conflict or inadequate representation.^{5/}

A similar conclusion is warranted here. As the ALJ/Director found, only the deputy sheriffs in the criminal division meet the definition set forth in Erie, performing an entire array of

^{4/}29 PERB ¶3031 (1996).

^{5/}Erie was remanded for further investigation of the duties of certain deputy sheriffs who provide a police presence at certain buildings in Erie County.

police functions and serving a criminal law enforcement mission. Additionally, as was the case in Dutchess, the Joint Employer neither opposes nor supports fragmentation. Therefore, the administrative convenience of the Joint Employer is not a factor to be considered in fragmenting the existing unit.^{6/}

The exceptions of Council 82 are hereby denied and the petition is, accordingly, granted.

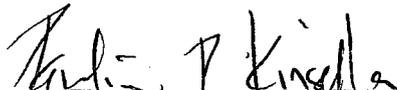
IT IS, THEREFORE, ORDERED that there be established a unit of employees of the Joint Employer, as follows:

Included: All full-time employees in the following titles:
deputy sheriff, deputy sheriff investigator,
lieutenant-road patrol, major.

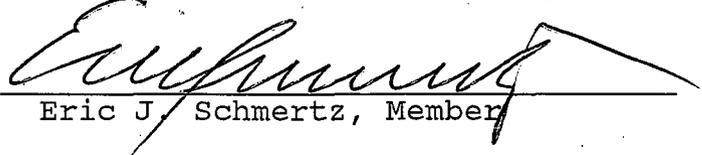
Excluded: All other employees of the Sheriff's Department.

IT IS FURTHER ORDERED that the case be, and hereby is, remanded to the ALJ/Director for further processing consistent with this decision.

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

^{6/}Act, §201.7(c).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CAROL M. KRUPSKI,

Charging Party,

-and-

CASE NO. U-16685

KINGSTON TEACHERS' FEDERATION,

Respondent,

-and-

KINGSTON CITY SCHOOL DISTRICT,

Employer.

CAROL M. KRUPSKI, pro se

JAMES R. SANDNER, ESQ. (KEVIN H. HERREN of counsel), for
Respondent

PLUNKETT & JAFFE, P.C. (MICHAEL J. McDERMOTT of counsel),
for Employer.

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Carol Krupski to a decision of an Administrative Law Judge (ALJ) dismissing her charge alleging that the Kingston Teachers' Federation (Federation) had violated §209-a.2(c) of the Public Employees' Fair Employment Act (Act) by failing to explain its reasons for denying her grievance and by denying, without explanation, her appeal of that decision. The Kingston City School District (District), Krupski's employer, was made a party to the proceeding pursuant to §209-a.3 of the Act.

The ALJ determined that the Federation and the District reached agreement on a contract for 1992-95, retroactive to 1992, in October 1993. This agreement contained a 26-step salary schedule, replacing the earlier agreement which contained only 20 steps. As part of the agreement to add new steps to the schedule, the Federation had agreed to combine 2 years of service onto each step of the new schedule above 20 in order to benefit the greatest number of people and to obtain agreement from the District.^{1/} The Federation explained its rationale at the meeting at which the agreement was ratified and also, after unit employees received their retroactive salary increases, in the Federation newsletter.^{2/} Krupski, who at the time had 26 years of service with the District, was, based on her 1991-92 salary, placed on the same step as employees who had 25 years of service. She asked for an explanation from the Federation for her placement and received a detailed written response, dated November 30, 1993, from Hugh Spoljaric, the Federation's

^{1/}For example, employees with 23 years of service and employees with 22 years of service were placed on the same step.

^{2/}The Federation's explanation was that earlier contracts between the Federation and the District had salary schedules with only 20 steps. Once a teacher reached the 20th step, in any year thereafter, the teacher would be paid a set sum as negotiated in the contract. For example, during the 1987-88 school year, the contract provided that "every teachers' unit member who was on the 20th step during the 1986-87 school year shall receive a salary increase of \$3,000 for the school year 1987-88". In determining placement on the salary schedule for the newly negotiated 1992-95 contract, the Federation and the District agreed to look at what each unit member who was beyond the 20th step was paid in the 1991-92 school year and place that employee on the next higher contractual salary step for 1992-93.

president. Krupski was apparently not satisfied with the response because she continued looking into the genesis of the contractual salary schedule.^{3/} In September 1994, she learned for the first time that a colleague with the same years of service was a step above her on the salary schedule and apparently had been since the 1986-87 collective bargaining agreement.^{4/} In October 1994, she requested that the Federation grieve the District's failure to pay her the correct salary for at least the 1991-92 school year. She amended her request in December 1994, asking that the Federation seek reimbursement for the loss of step and salary increments from September 1986.

By letter dated December 20, 1994, the Federation denied Krupski's request to file a grievance, noting that such a grievance would be untimely and that the contractual language did not support the grievance, and reiterating that the Federation's position regarding Krupski's claims had been set forth in three previous letters to her. Krupski was further advised that the Federation had met with District representatives, had reviewed Krupski's salary for the previous ten years and had found no errors in the calculation of her salary. On December 21, 1994, Krupski was notified of her right to appeal the Grievance

^{3/}Krupski received a detailed explanation in March 1994 from the District, reiterating that she had been paid the appropriate salary since 1986-87 and that her placement on the 1992-95 contractual salary schedule was likewise correct.

^{4/}The teacher apparently reached step 20 of the salary schedule one year before Krupski did, which may account for the discrepancies in their salaries in 1991-92.

Committee's decision not to file a grievance on her behalf and of the appeal procedure. Krupski filed an appeal and appeared before the Federation's Executive Committee on January 9, 1995. On January 10, 1995, she was notified by the Federation that the Executive Committee was denying her appeal and reaffirming the decision of the Grievance Committee.

The ALJ found that the Federation had adequately investigated Krupski's concerns; had written several letters, some of them quite detailed, to Krupski setting forth its position on her complaint; had promptly advised her of the reasons it was not pursuing her grievance; had advised her of her right of appeal; and had timely informed her of its decision on her appeal and the reasons therefor. Finding that the Federation's actions were not arbitrary, discriminatory or taken in bad faith^{5/}, the ALJ dismissed the charge.

Krupski's exceptions are basically a reargument of the points she made in her brief to the ALJ. The Federation supports the ALJ's decision.^{6/}

After a review of the record and consideration of the parties' arguments, we affirm the decision of the ALJ.

It is clear from the record that the Federation responded repeatedly to Krupski's requests for an explanation of the 1992-

^{5/}Civil Service Employees Ass'n, Inc. v. PERB, 132 A.D.2d 430, 20 PERB ¶7024 (3d Dep't 1987), aff'd on other grounds, 73 N.Y.2d 796, 21 PERB ¶7017 (1988).

^{6/}The District concurs with and relies upon the Federation's response to the exceptions.

1995 salary schedule and her placement on it. Likewise, the Federation responded promptly and with an explanation of its rationale for denying her request that it file a grievance and her appeal of the Federation Grievance Committee's decision not to do so. As we have previously held, an employee organization has no statutory obligation to repeat explanations for its decisions or to explain its rationale in a form requested by a unit member as long as the explanation it proffers is communicated in a reasonably understandable fashion.^{7/} That Krupski asserts that the Federation was incorrect in its rationale does not warrant a contrary conclusion. Even if the Federation erred in its assessment of Krupski's claim, the charge would still be dismissed because the record is devoid of any evidence of discrimination or bad faith on the part of the Federation,^{8/} and there is no proof that Krupski's interpretation of the contractual salary schedules, both past and present, is the only one possible.^{9/}

For the reasons set forth above, we deny Krupski's exceptions and affirm the decision of the ALJ.

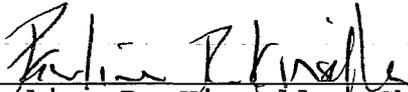
^{7/}United Fed'n of Teachers, Local No.2, 24 PERB ¶3002 (1991).

^{8/}Civil Serv. Employees Ass'n, Inc., Local 1000, AFSCME, AFL-CIO, State Univ. College at Buffalo, Local 640, 27 PERB ¶3004 (1994).

^{9/}See, e.g., Hauppauge Sch. Office Staff Ass'n, 18 PERB ¶3029 (1985).

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

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LINDA ORLANDO,

Charging Party,

-and-

CASE NO. U-16500

STATE OF NEW YORK (WORKERS'
COMPENSATION BOARD),

Respondent.

LINDA ORLANDO, pro se

WALTER J. PELLEGRINI, GENERAL COUNSEL (RICHARD W. MCDOWELL
of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Linda Orlando to a decision of an Administrative Law Judge (ALJ) dismissing, after a hearing, her charge alleging that the State of New York (Workers' Compensation Board) (State) had violated §209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) when it interfered with her rights under the Act and discriminated against her in retaliation for her exercise of rights protected by the Act.^{1/}

^{1/}Orlando filed three amendments to the charge to correct certain deficiencies. Nonetheless, the Director of Public Employment Practices and Representation (Director) declined to process allegations that the Civil Service Employees Association, Inc. (CSEA) had breached its duty of fair representation to Orlando because the charge failed to set forth sufficient and specific allegations which could, if proven, establish arbitrary, discriminatory or bad faith conduct by CSEA. No exceptions have been taken to the Director's determination.

Orlando is a court reporter employed by the State at the Brooklyn office of the Workers' Compensation Board (WCB). Orlando alleged that the failure to assign her to certain hearing parts, or calendars, deprived her of the opportunity to earn additional money since, in those "trial" parts, hearings were conducted for which the parties purchased transcripts from the court reporter. Orlando alleged that the State took this action in retaliation for a grievance she had filed in 1993 in which she complained that she was being denied assignments in the trial part. The charge was only processed as to those allegations which had occurred no more than four months prior to the filing of the charge through the date of Orlando's last amendment, filed on June 20, 1995.^{2/}

Orlando was the only witness at the hearing. Her testimony, and the documentary evidence she produced, showed that, from at least 1991, the assignment of court reporters to many of the parts at the WCB has been made on a rotating basis, but that the assignment to the trial parts has not been part of that rotation system.^{3/} This was the subject of Orlando's April 1993 grievance. Orlando testified at the hearing that she had not received any assignments to the trial parts from the time she filed her grievance in 1993 to the present. The record also

^{2/}The charge was filed on February 23, 1995.

^{3/}These parts are assigned to one court reporter permanently. When he is absent from work, the other court reporters may be assigned to fill-in for him.

establishes that neither Orlando nor the other court reporters had rotated through the trial part since 1991, except to fill vacancies for the court reporter assigned to that part.

Documents which Orlando introduced into the record also establish that she did receive at least one assignment to a trial part in 1995. Further, Orlando's testimony on cross-examination establishes that the conduct she complains of in her improper practice charge is the same conduct which prompted the filing of her 1993 grievance and which has been ongoing since 1991.

At the close of Orlando's case, the State moved to dismiss the charge, arguing that the conduct Orlando complains of could not have been in retaliation for the filing of the 1993 grievance because that conduct existed before the grievance was filed and, indeed, was the subject of the grievance. The ALJ dismissed the charge from the bench and later confirmed her ruling in a decision, to which Orlando takes exception.

The basis for Orlando's exceptions is a ruling made by the ALJ at the hearing in which she denied Orlando's request that the hearing be adjourned to enable her to obtain from the State the computer printouts for all parts of the WCB's Brooklyn office and calendars for all the hearing parts for that office for October 1994 through June 1995. The ALJ denied the request on the grounds that Orlando had had several months to prepare for the hearing and obtain the documents and, in fact, had been specifically instructed by the ALJ in a letter in advance of the

hearing about the conduct of the hearing and the production of evidence.

Based upon our review of the record and consideration of the parties' arguments, we affirm the decision of the ALJ.

First, Orlando was given an opportunity to present evidence at the hearing and the procedure for doing so was explained to her both before and at the hearing. No basis exists, therefore, for the grant of additional time to gather evidence. The ALJ's refusal to adjourn the hearing to enable Orlando to obtain for the first time certain documents in support of her charge was not in error.^{4/} Secondly, since the alleged discrimination affected only assignments to the trial part, we fail to see how assignments to other parts would have any relevance, particularly in view of the State's acknowledgement that rotation did occur in other parts, but not in the trial part. As to the assignments to the trial part, Orlando wanted the documents to establish that she had not received assignments to that part since January 1994. That fact, however, was not in dispute. Orlando's testimony establishes that she had not received an assignment to the trial part, except for one, in 1995. What is not established is her claim that she would have received such assignments but for her April 1993 grievance.^{5/} The same conduct Orlando complains of occurred in 1991 and it continued through the filing

^{4/}State of New York (Dep't of Transp.), 29 PERB ¶3011 (1996).

^{5/}County of Orleans, 25 PERB ¶3010 (1992).

of her grievance and the filing of her improper practice charge. The State assigned work to her no differently after the grievance was filed in 1993 than it did before. There is, accordingly, no basis upon which to conclude that the complained of conduct occurred in retaliation for the exercise of the protected right to file a grievance. The ALJ properly dismissed the charge at the conclusion of Orlando's case for failure to establish a prima facie violation of the Act.

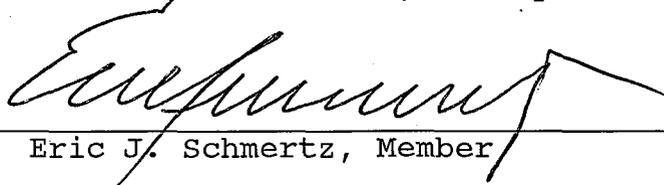
Based on the foregoing, Orlando's exceptions are denied and the decision of the ALJ is affirmed.

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

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LINDA ORLANDO,

Charging Party,

-and-

CASE NO. U-17644

STATE OF NEW YORK (WORKERS'
COMPENSATION BOARD) and CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,

Respondents.

LINDA ORLANDO, pro se

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Linda Orlando to a decision of the Director of Public Employment Practices and Representation (Director) dismissing, as deficient, her charge alleging that the State of New York (Workers' Compensation Board) (State) had violated §209-a.1(a) of the Act by retaliating against her for the exercise of protected rights and that the Civil Service Employees Association, Inc. (CSEA) had violated §209-a.2(c) of the Act by failing to take action against the State.

Orlando excepts to the Director's decision^{1/} that the charge, which consists solely of approximately thirty separate documents attached to the charge form, failed to identify any

^{1/}Orlando does not specifically except to the Director's determination that her charge was deficient as to the allegations against CSEA.

conduct which allegedly violated the Act.^{2/} She asserts in her exceptions that if she were allowed to produce certain documents at a hearing she could establish that the State had violated the Act by failing to give her job assignments which would provide her with the opportunity for greater compensation.^{3/}

Based upon our review of the record and consideration of Orlando's exceptions, we affirm the decision of the Director.

Orlando's charge consists of numerous documents without the "clear and concise statement of the facts constituting the alleged improper practice" required by §204.1(b)(3) of our Rules of Procedure. A charge must meet the minimum pleading requirements set forth in the Rules as a condition to further processing. A charging party is not entitled to correct cited deficiencies through the hearing process.^{4/} Further, Orlando's amendment to this charge merely restates the allegations of her

^{2/}In an attempt to correct the deficiencies initially noted by the Director, Orlando filed an amendment to the charge which basically restated the allegations made by her in an earlier charge, Case No. U-16500, which we have also dismissed this date. State of New York (Workers' Compensation Bd.), 29 PERB ¶3051 (August 28, 1996).

^{3/}Orlando is a court reporter at the Brooklyn office of the Workers' Compensation Board (WCB). She alleges that the State, in retaliation for a grievance she filed in April 1993, has given the assignment for trial parts to other court reporters on a permanent basis, rather than allowing a rotation through the trial parts as is done in the other hearing parts at the WCB. The trial parts generate transcripts, for which the court reporters are paid separately by the parties at those trials.

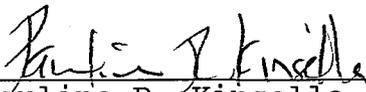
^{4/}Marlboro Faculty Ass'n (Schanzenbach), 29 PERB ¶3007 (1996).

earlier charge.^{5/} We have previously held that the mere submission of multiple documents, in lieu of a concisely stated charge setting forth factual allegations which, if established, might constitute a violation of the Act, does not meet the requirements of our Rules and that it is not properly our role to search through such documents in an effort to discern and articulate the existence of a charge.^{6/} We have likewise determined that a party may not allege in a second charge claims which are already the basis of improper practice charges pending before the agency.^{7/}

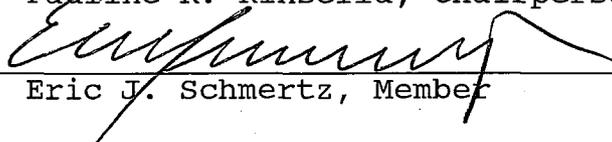
Based on the foregoing, Orlando's exceptions are denied and the decision of the Director is affirmed.

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

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

^{5/}In the earlier charge, Orlando sought to adjourn the proceedings to obtain and introduce calendars from the WCB which would, she claimed, establish that she had not received assignments to the trial part. The ALJ denied her request, as that fact was not in dispute and Orlando had had the opportunity to obtain those documents before the start of the hearing. Orlando then filed the instant charge, attaching to it almost all the documentation she introduced in support of the earlier charge and making the same request: that she be allowed to submit, at a hearing, the calendars she sought to obtain and introduce at the hearing in Case No. U-16500.

^{6/}State of New York (Div. of Parole) and Security and Law Enforcement, Council 82, AFSCME, 27 PERB ¶3016 (1994).

^{7/}State of New York (Governor's Office of Employee Relations) and Council 82, AFSCME, 26 PERB ¶3058 (1993).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO, TOWN OF
SHAWANGUNK HIGHWAY DEPARTMENT UNIT,

Charging Party,

-and-

CASE NO. U-15610

TOWN OF SHAWANGUNK,

Respondent.

NANCY E. HOFFMAN, GENERAL COUNSEL (TIMOTHY CONNICK of
counsel), for Charging Party

SHAW & PERELSON, LLP (DAVID S. SHAW of counsel), for
Respondent

BOARD DECISION AND ORDER

This case comes to us on motion by the Town of Shawangunk (Town) pursuant to §204.7(h)(2) of our Rules of Procedure (Rules).^{1/} The Town asks us to review a ruling by the Director of Public Employment Practices and Representation (Director)

^{1/}Section 204.7(h)(2) of the Rules provides, in relevant part, as follows:

All motions and rulings . . . shall be part of the record . . . and, unless expressly authorized by the board, shall not be appealed directly to the board, but shall be considered by the board whenever the case is submitted to it for decision.

reopening this case^{2/} at the request of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Shawangunk Highway Department Unit (CSEA), after it had been closed administratively.

An interlocutory appeal from a ruling made in conjunction with the processing of a case is by permission only under Rules §204.7(h)(2). Therefore, the first question in all cases such as this is whether we should entertain the appeal. To minimize the delay inherent in consideration of an interlocutory appeal, we have held repeatedly that we will accept such appeals only in extraordinary circumstances.^{3/} Application of that standard has resulted in our rejecting most requests for permission to appeal. Similarly, we do not believe that this case presents circumstances so extraordinary as to warrant an interlocutory appeal.

The circumstances of this case are fact specific. As such, there is little, if any, reasonable likelihood of a reopening occurring in similar context. This case, therefore, does not afford us an opportunity to provide the parties, our clientele or

^{2/}The Town also claims that the Administrative Law Judge (ALJ) gave advice to CSEA's representative. CSEA's representative had asked the ALJ about the proper procedures to follow for seeking to have the case reopened. The ALJ told the CSEA representative to contact the Town's attorney to ascertain his position. The ALJ did not, as alleged, "give advice to a party", she merely responded to a question regarding office procedures. There is nothing inappropriate in an ALJ instructing a party's representative to contact another party's representative as a condition to consideration of a request to reopen a closed file.

^{3/}See, e.g., Mt. Morris Cent. Sch. Dist., 26 PERB ¶13085 (1983).

staff with any general policy guidance regarding the closing and reopening of cases. Any guidance relevant to the unique circumstances presented can be provided, as necessary, on appeal from the ALJ's decision on the charge, should a decision prove necessary. That being the case, the rationale for the Town's request for an interlocutory appeal reduces itself to an argument that it could and should be spared the expenditure of resources which might be incurred in litigating a charge that should never have been reopened after it was closed.

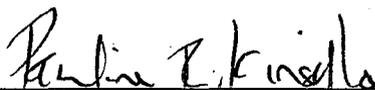
The Town is no differently situated in this regard, however, than any other respondent which has a potentially dispositive defense to a charge or a charging party which claims that a favorable ruling on an interlocutory appeal will avoid the time and expense of a new hearing which might be necessitated by a reversal on final appeal of some aspect of an ALJ's dispositive decision. Like the Town here, those other respondents and charging parties have a claim that permission for interlocutory appeal might save them time and money. We have not been receptive to such requests for interlocutory appeals from rulings adverse to such parties in the past^{4/} and the particular circumstances of this case do not lend themselves to any different conclusion. If this charge proceeds to disposition by

^{4/}Greenburgh No. 11 Union Free Sch. Dist., 28 PERB ¶3034 (1995) (ruling denying elimination of certain allegations in a charge); Union-Endicott Cent. Sch. Dist., 28 PERB ¶3006 (1995) (notice of claim); Mt. Morris Cent. Sch. Dist., id. (reopening of conditionally dismissed charge); State of New York (Culkin), 25 PERB ¶3063 (1992) (timeliness).

an ALJ, with or without a hearing, and if that disposition is adverse to the Town, the question as to whether the charge should have been reopened can be raised to us by the Town on appeal from that decision. As the issue is preserved for eventual appeal by the Town as it deems necessary and appropriate, its interests are protected and permission for interlocutory appeal is not warranted.

For the reasons set forth above, the Town's motion is denied. SO ORDERED.

DATED: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED INDUSTRY
WORKERS COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4473

VALLEY STREAM CENTRAL HIGH SCHOOL
DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE
INTERNATIONAL EMPLOYEES UNION,
AFL-CIO

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 Local 144, Division 100, Service International Employees Union, 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.

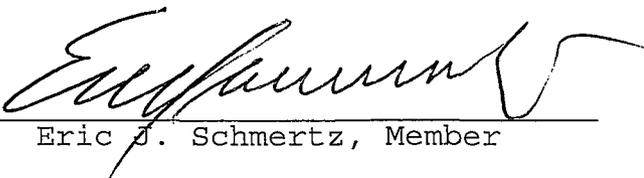
Unit: Included: Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor (CHSD), Building Attendant, Messenger (CHSD).

Excluded: Seasonal, Casual and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Local 144, Division 100, Service International Employees Union, 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: August 28, 1996
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED INDUSTRY
WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4549

COUNTY OF ORANGE,

Employer,

-and-

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

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., 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: See attached.

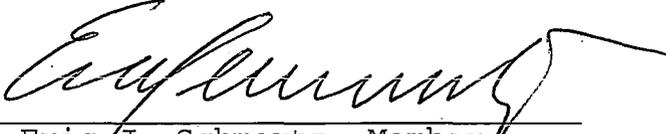
Excluded: See attached.

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. 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: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

INCLUDED:

POSITION NAME

ACCOUNT CLERK
ACCOUNTING TECH II
ACCT TECH E/T PRG (Account Technician Employment & Training Program)
ACCTING SUPV
ACCTING TECH I
ACTIVITY SPEC
ACTV SUPV
ADDRESS COORDINATOR
ADM OFFICER- MH
ADMIN MGR
ADMIS ASSESSORS
AGING SERV SPECIALIST
AIRPORT MAINT MECHANIC
AIRPORT MAINT SUPV
AIRPORT OPERATIONS SUPV
AIRPT SERV ATTND
ALCHL CLIN DIR
ASSC ACCT CLK I
ASSC ACCT CLK II
ASSC CLERK
ASSC SYS PRG
ASST COOK I
ASST COOK II
ASST DIR CONS AFFAIRS
ASST DIR E&T (Asst Director Employment & Training)
ASST DIR EMERG MGNT
ASST ENGINEERS
ASST FIRE TRNG CNTR MGR
ASST FLEET SUP
ASST GOLF CRSE SUPERINTONT
ASST HWY SUP
ASST PARK MAINT SUPV
ASST SAFTY/LOSS CNTL SPEC
ASST SAN LAND SUPV
ASST WASTE TR PLANT OP
AUDIT CLERK
AUTO MECHANIC
AUTO PARTS ATTENDANT
AUTO SHOP SUPV
BENETS COORD
BLDG CONST SUPV
BLDG MAINT MECHANIC
BLDG SERV SUPV I
BLDG SERV SUPV II
BLDG SERV WRK I
BLDG SERV WRK II
BLDG SERV WRK III
BLDG SUPERINT
BUDGET EXAMINER
BUDGET TECHNICIAN

POSITION NAME

CAMPUS SECUR GUARD
 CAREER CRIM UNIT COORD
 CASE MGR AGING
 CASE MGR EBT SVCS (Case Manager Employment & Training Services)
 CASE SUPERVISOR
 CASEWRK ASST
 CASEWRK ASST COORD
 CHAUFFEUR
 CHE CLK-CITY CLK
 CHF REGISTRAR BOE
 CHF SOC WLFAR EXAMR
 CHIEF BUDGET ANALYST
 CHIEF CRIM INVESTIGATOR
 CLERK I
 CLERK II
 CLIN INSTRUCTOR
 CLIN PSYCHOLOGIST
 CHRTR OP SUPV
 CHRTR OPER I
 CHRTR OPERATOR
 CNTRCT COMPLI OFFICER
 CNTRCT COORDINATOR
 CNTRCT MONITOR
 COMM DEV SPECIALIST
 COMM HLTH OUTRCH COOR
 COMM HLTH OUTRCH WRKR
 COMM RELAT COORD M/H
 COOK I
 COOK II
 COORD CHLD SUPP ENFORCE
 COORD OUTREACH SERVICES
 COORD SPEC INVESTIGATIONS
 CORR LIEUTENANT
 COURIER
 CRIM INVESTIGATOR
 CRIME VICTIMS COUNSELOR
 CITY RECYC MGR
 CITY SURVEYOR
 DATA CTRL CLK
 DATA ENTRY OP I
 DATA ENTRY OP II
 DATA ENTRY SUPV
 DEP DIR NV OFF
 DEP DIR VET SERVS
 DIET SERV SUPV
 DIET TECH
 DIETICIAN
 DIR ACT&VOLUNTEERS
 DIR CHLD SERV
 DIR COMM HLTH OUTRCH
 DIR DEV DIS PROG SERV
 DIR DSS

POSITION NAME

DIR FORENS SVC
 DIR HV BUREAU
 DIR OF ACCTS
 DIR PARK CONST&MAINT
 DIR-PRG EVALUATION (MH)
 DIRECTOR-DIETARY SERVICES
 OS/CAPTAIN
 OS/LIEUTENANT
 E&T EXAMINER (Employment & Training Examiner)
 EARLY INT SERV COORD
 ELECT ASST (Electrician Asst)
 EMER MGMT ASST
 EMPLOY PRG ASST
 EMPLOYM SERV COORD
 ENG EQUIP OP. I
 ENG EQUIP OP II
 ENGINEER AIDE
 EXEC HOUSEKEEPER
 EXEC SECR/ADMIN ASST
 FAIR HEARING SUPERVISOR
 FEE NEGOTIATOR
 FEE NEGOTIATOR - PT
 FILE CLERK (COUNTY CLERK)
 FIN INVEST PHC
 FIRE RADIO DISPATCHER
 FIRE TRNG CNTR MGR
 FISCAL COORDINATOR
 FISCAL MANAGER
 FISCAL TECHNICIAN
 FLEET SUPV
 FOOD SERV HELPER
 FOOD SERV SUPV
 GARAGE ATTENDANT
 GARAGE MANAGER
 GARAGE OFF ASST
 GOLF COURSE MNGR
 GOLF COURSE SUPT
 GRANTS COORDINATOR
 GRAPHICS SPECIALIST
 GRD JURY STENOGRAPHER
 GROUNDS MAINT WRKR
 GROUNDSKEEPER
 HAIRDRESSER
 HD SOC WEL EXAMINER
 HEAVY EQUIP MECH
 HEAVY MOTOR EQ OPER.
 HELP DESK ASST
 HELP DESK COORDINATOR
 HELP DESK OAS COORD
 HWY SUPV CNST
 HWY SUPV RD MAINT
 HWY TRAF SFTY COORD
 Heating, Ventilating, Air Conditioning Technician

POSITION NAME

HLTH SERV ASST
 HOME HLTH AIDE
 HORTICTRL ASST
 HORTICTRL SUPV
 HUM RIGHTS ASST
 HUMAN RES ASSO
 INFO COORD,EST
 INSP WGT/MEASURES
 INTERN
 ICHAP Coordinator (Infant Child Health Assessment Program Coord)
 JR ENGINEER
 LAB TECH
 LABORER I
 LABORER II
 LAUNDRY SUPV

LEGAL SECRETARY
 LEGIS AIDE
 LEGISL SECRETARY
 LIB CLK PT

LNDRY WORKER
 LPN
 MAIL CLERK
 MAINT CARP II
 MAINT CARP III
 MAINT CARPNTR
 MAINT ELECT
 MAINT MECHANIC SURV
 MAINT PLUMBER
 MANAGED CARE SPECIALIST
 MED RCD/DIR
 MED RCD/TECH
 MED TRANS SUPERVISOR
 MH ASSES TM DIRECTOR
 MICROGRAPHICS CLERK
 MTR EQUIP OP I
 MTR EQUIP OP II
 MUSEUM CURATOR
 MUSEUM/PARK ASST
 MV ADM CLERK
 MV CLERK
 MV LIC CLK
 NATURALZTN CLK
 NURS ASST
 NURS CARE MGR
 NURS CARE SURV
 NUTR PROG COORD

NUTRI PROG DIR

Nutrition Assistant (Spanish/English-Speaking)
 Nutrition Program Supervisor
 Nutritionist (Spanish/English-Speaking)

POSITION NAME

NUTRITIONIST
 OAS COORD (Office Automation Services Coordinator)
 OCCUP THERPY AIDE
 OCCUPATIONAL THERAPY ASST
 OFF AUTO TECH
 OFFENDER SERV COUNSELOR
 OMBUDSMAN
 OUT-PATIENT CLINIC DIR
 OUTREACH SPEC
 PARALEGAL
 PARK ATTENDANT
 PARK LOT ATTENDANT
 PARK MAINT LEADER
 PARK MAINT SUPV

 PERS SERV ASST
 PH NURSE
 PH SANITARIAN
 PHARMACIST
 PHARMACY AIDE
 PHYS THERPY AIDE
 PHYS THERPY ASST
 PHYSICIAN
 PLAN COORDINATOR
 PLANNER
 PLNT OPER MGR
 POOL MAINT ASST
 PR CLK (Payroll Clerk)
 PR MNGR (Payroll Manager)
 PRIN ACCT CLERK
 PRIN CLERK
 PRIN ENGINEER
 PRIN PR CLERK
 PRIN PUB HLTH SAN
 PRIN PUBL HLTH ENG
 PRIN RCD/INDX CLK
 PRIN REGIST CLK
 PRIN SAN ENG(IEF)
 PRIN SOC WEL EXAM
 PRIN SYS ANALYST
 PRINCIPAL CLERK
 PROB OFFICER
 PROB SUPERVISOR
 PROG EVAL ASST
 PROGRAMMER
 PROP CLERK
 PSYCH NURSE
 PUB HLTH EDUCATOR
 PUB HLTH ENG
 PUB HLTH INVEST(VO)
 PUB HLTH TECH

 PUBLIC SAFETY DISPATCHER I
 PUBLIC SAFETY DISPATCHER II (POLICE)
 PUBLIC SAFETY DISPATCHER III

POSITION NAME

PURCH AGENT
 QTY CNTRL ANALYST
 RADIOLOGICAL OFFICER
 RCD MGT OFFICER
 REAL PROP INFO SPECIALIST
 REC LEADER (SL)
 REC SPEC (SL)
 RECEP (SPAN SPK)
 RECEPTIONIST
 RECR SUPV
 RECRD INDEX CLERK
 REG PROE NURSE
 REGISTRY CLERK
 REHAB INSPECTOR
 REHAB PLANNER
 REHAB PRG EXAMR
 REHAB THER COORD
 REIMB ANALYST
 REPRD SERV SPEC
 REPRD TECH
 RESOURCE ASSISTANT
 RESOURCE MANAGER
 RL PROP TX ASST
 RPT SURV (Real Property Tax Supervisor)
 RSVP PRG COORD
 SAFETY/LOSS SPECIALIST
 SAN LAND SUPV
 SEC/ADM ASSISTANT I
 SEC/ADM ASSISTANT II
 SECR VP-0000
 SECRETARY
 SECUR GUARD
 SENIOR CLERK
 SEWR MAINT SUPV
 SITE MGR-NUTRI PRG
 SITE MGR-SR CIT CTR
 SKI PATROL DIR (SL)
 SKI SCHOOL DIR (SL)
 SKILLED LABORER
 SOC CASEWRK
 SOC WRK ASST
 SOC WLFR EXAMR
 SPEC ED PRG COORD
 SPEC INVEST SUPV
 SPEC INVESTIGATOR
 SPEC PRG DIR
 SR ACCT CLK
 SR AIRPT SERV ATTEND
 SR AUTO MECH
 SR AUTO PTS ATTND
 SR BLDG MAINT MECH
 SR BLDG SERV WRK
 Sr Caseworker, Spanish Speaking (MM)
 Sewage & Sewer Line Attendant
 Recreation Program Coordinator

POSITION NAME

SR C H O WORKER (Sr. Community Health Outreach Worker)
 SR CASE SUPV
 SR CERT. OCCUP. THPY ASST
 SR CHAUFFEUR
 SR CLK
 SR CSWKR. N.H.
 SR CTZNS PROG COORD
 SR ENG AIDE
 SR ENG-SANITARY
 SR ENGINEER

SR GARAGE ATTENDANT
 SR GROUNDSKEEPER

SR MAINT. ELEC
 SR MV LIC CLK
 SR NURS ASST
 SR OAS COORD (Sr. Office Automations System Coord)
 SR PH ENG
 SR PH SANIT
 SR PHARMACIST
 SR PHY THRPY AIDE
 SR PLANNER
 SR PR. CLK
 SR PROB OFFICER
 SR PROG ANALYST
 SR PROGRAMMER
 SR RCRDG INDX CLK
 SR REGISTRY CLERK
 SR REPRO. SERV SPEC
 SR SECR/ADM ASST
 SR SECRETARY

SR SOC CSWKR
 SR SOC WK ASST
 SR SOC WLFR EXAMR
 SR SS AUDIT CLK
 SR STATNRY ENG
 SR STORE OCC
 SR STOREKEEPER
 SR SUPP INVEST
 SR SYS ANALYST
 SR SYS PROGRAMMER
 SR UNDCVR INVEST

STAF DVLPMT COORD
 STAF NURSE RN
 STAF PSYCHOLOGIST
 STAF RESRC SUPV
 STAF SOC NKR
 STAFF MER

STATION ENG (RHCS)
 Sr Wastwater Treatment Plant Op - A
 Sr. Water & Wastewater Treatment Plant Op

POSITION NAME

STATNRY ENG
 STOCKRM HELPER
 STOREKPR-INFIRM
 SUPP COLL SUPV
 SUPP COLLECTOR
 SUPP INVEST. SURV
 SUPP INVESTIGATOR
 SUPT BLDG CONSTRUCTION
 SUPT. BLDG/GROUNDS
 SUPT HWY CONSTRUCTION
 SUPV ACCT CLK
 SUPV ADMIN SUPP SERV

 SUPV EMPLMT SERV
 SUPV. GROUNDSMAN
 SUPV PH NURSE
 SUPV PH PHYS THER
 SWR. TR. PLNT. OP (A)
 SYS ANALYST
 SYS MGR
 TAILOR
 TELE OP I
 TELE OP II
 TELE TECH
 TOURISM COORD
 TRAINING SPEC (DSS)
 TRAINING SPECIALIST
 TX MAP SUPERVISOR
 TX MAP TECH I
 TX MAP TECH II
 TYPIST I
 TYPIST II
 UNDCVR INVEST
 VET BENE EXAM
 VOL SERV SPEC
 WARD CLERK
 WARDROBE AIDE
 WATCHGUARD (PT)
 WEIGH. STAT OP
 WELDER
 WMS COORDINATOR (Welfare Management System Coord)

 YTH EVAL/RESRCH SPEC

 YTH PRDG TECH
 YTH SERV COORD
 Water & Wastewater Treatment Plant OP
 Water & Wastewater Treatment Plant Asst
 Water & Wastewater Treatment Plant Op Trainee
 Wastewater Treatment Plant Op (A)

EXCLUDED:

1. Accountant
2. Administrative Director of Operations and Support Services
3. Administrative Officer
4. Administrative Officer - Social Services
5. Assistant Corrections Administrator
6. Assistant County Attorney
7. ~~Assistant Director of Environmental Health Services~~
8. Assistant Director of Nursing
9. Assistant Director, Office for the Aging
10. ~~Assistant Director of Real Property Tax Services~~
11. Assistant to Commissioner of Social Services
12. Assistant to County Executive
13. Assistant District Attorney I
14. Assistant District Attorney II
15. Assistant District Attorney III
16. Associate Clerk (Personnel/Labor Relations)
17. Auditor
18. Auditor Trainee
19. Budget Analyst
20. Budget Director
21. Chairman of the Legislature
22. Chief Administrative Coroner
23. Chief Assistant County Attorney
24. Chief Assistant District Attorney
25. Chief Trial Assistant District Attorney
26. Clerical Office Assistant
27. Clerk of the Legislature
28. Commissioner of Consumer Affairs
29. Commissioner of Elections
30. Commissioner of Environmental Facilities and Services
31. Commissioner of Finance
32. Commissioner of Health
33. Commissioner of Information Services
34. Commissioner of Mental Health
35. Commissioner of Parks, Recreation and Conservation
36. Commissioner of Personnel
37. Commissioner of Planning
38. Commissioner of Public Works
39. Commissioner of Residential Health Care Services
40. Commissioner of Social Services
41. Confidential Secretary to County Attorney
42. Confidential Secretary to County Executive
43. Confidential Secretary to District Attorney
44. Confidential Secretary to the Sheriff
45. Confidential Secretary to the Undersheriff
46. Coroner
47. Corrections Administrator
48. Corrections Captain

49. County Attorney
50. County Clerk
51. County Executive
52. County Fire Coordinator
53. County Historian
54. County Property Manager
55. County Youth Bureau Director
56. Deputy Budget Director
57. Deputy Clerk of the Legislature
58. Deputy Commissioner of Elections
59. Deputy Commissioner of Environmental Facilities and Services
60. Deputy Commissioner of Finance
61. Deputy Commissioner for Infrastructure Services
62. Deputy Commissioner of Mental Health
63. Deputy Commissioner of Planning
64. Deputy Commissioner of Public Works - Div. of Engineering
65. Deputy Commissioner of Residential Health Care Services
66. Deputy County Clerk
67. Deputy Health Commissioner (Part-time)
68. Deputy Sheriff and Chief
69. Director of Admissions and Human Services
70. Director of Aviation
71. Director of Chemical Dependency Services
72. ~~Director of Child Clinic~~
73. Director of Community Development
74. Director of Computer Operations
75. ~~Director of Division of Buildings~~
76. Director of Early Intervention Services
77. Director of Environmental Health Services
78. Director of Finance
79. Director of Fiscal Management
80. Director of Human Services
81. Director of Income Maintenance
82. Director of Labor Relations
83. Director of Mental Health Program Services
84. Director of Nursing
85. Director of Office for the Aging
86. Director of Office Automated Systems
87. Director, Office of Veterans Services
88. ~~Director of Operations~~
89. Director of Patient Services
90. Director of Personnel Management
91. Director of Professional Services
92. Director of Purchases
93. Director of Real Property Tax Service Agency
94. ~~Director of Real Property Tax Administration~~
95. Director of Systems and Programming
96. Director of Systems Programming
97. District Attorney
98. ~~Employee Assistance Program Coordinator/Part-time~~
99. Emergency Medical Services Coordinator
100. Employment and Training Director

101. Executive Assistant District Attorney
 102. Executive Director, Orange County Human Rights Commission
 103. Executive Secretary and Administrative Assistant (DSS)
 104. Fire Service Instructor
 105. Fiscal Director
 106. Junior Counselor (Seasonal)
 107. Lead Counselor (Seasonal)
 108. Legislative Counsel
 109. Legislator
 110. Licensed Practical Nurse (Per Diem)
 111. Lifeguard (Seasonal)
 112. Majority Leader
 113. Managed Care Director
 114. Medical Director
 115. Minority Leader
 116. Personnel Technician
 117. Personnel Technician Trainee
 118. Personnel Management Technician
 119. Pharmacist (Per Diem)
 120. ~~Personnel/Training/Staffing~~ Staffing & Training Coordinator
 121. Probation Director II
 122. ~~Public Health/Administrative~~
 123. Registered Professional Nurse (Per Diem)
 124. Risk Management Officer
 125. Secretary and Administrative Assistant I (County Executive)
 126. Secretary and Administrative Assistant II (Sheriff)
 127. Senior Accountant
 128. Senior Assistant County Attorney
 129. Senior Assistant District Attorney
 130. Senior Deputy Director, Veterans Services
 131. Senior Lifeguard (Seasonal)
 132. Senior Secretary and Administrative Assistant (County Executive)
 133. Senior Secretary and Administrative Assistant (Personnel)
 134. Sheriff
 135. Staff Assistant
 136. ~~Summer Youth Program Aide/Seasonal~~
 137. Summer Youth Program Aide (Seasonal)
 138. Supervisor of Examination and Administrative Services
 139. Supervisor of Payroll and Employee Benefits
 140. Switchboard Operator (Per Diem)
 141. Undersheriff
 142. Work Experience Participant
- (//// - Abolished Title)
143. Executive Secretary/Administrative Asst (County Clerk)
 144. Lifeguard Supervisor
 145. Recreation Attendant
 146. Telephone Operator I, Per-diem
 147. Training Facilitator

ORANGE COUNTY COMMUNITY COLLEGE
EXCLUDED PERSONNEL

1. Academic Administrative Assistant
2. Admissions Counselor
3. All Instructional Full & Part Time, Credit & Non-Credit Faculty at O.C.C.C.
4. Assistant to the Associate Dean for Academic Services
5. Assistant Comptroller
6. Assistant Director of Development
7. Assistant Director of Financial Aid
8. Assistant Director of Financial Aid, Veteran Affairs & Placement
9. Assistant Director of Institutional Research
10. Assistant to the Director of Institutional Research & Planning
11. Assistant to the Director of Student Activities
12. Assistant to the President for Institutional Research
13. Assistant Professor
14. Associate Academic Dean
15. Associate Dean for Academic Services
16. Associate Dean for Community Services, Staff & Chairmen
17. Associate Dean for Curriculum
18. Associate Dean for Instruction
19. Associate Professor
20. Career Program Developer-Newburgh Extension Center
21. College Auxiliary Office Assistant
22. College Auxiliary Worker
23. Community Services Coordinator
24. Comptroller
25. Coordinator of Accounting
26. Coordinator of Affirmative Action Program
27. Coordinator of Business/Data Processing
28. Coordinator of Business Management
29. Coordinator of Business Services
30. Coordinator of Communications
31. Coordinator of Community Services
32. Coordinator of Developmental Education
33. Coordinator of Drunk Driving Program (Comm. Services)
34. Coordinator of English
35. Coordinator of Health Services
36. Coordinator of Human Resources/Payroll
37. Coordinator of Instructional Media-Television
38. Coordinator of Intramural & Recreational Activities
39. Coordinator of Multi Cultural Affairs
40. Coordinator of Job Placement
41. Coordinator of Nursing
42. Coordinator of Preparatory Programs
43. Coordinator of Real Estate Banking & Finance
44. Coordinator of Student Placement
45. Coordinator of Tutorial Center
46. Coordinator of the Writing Consultancy Project

ORANGE COUNTY COMMUNITY COLLEGE EXCLUDED PERSONNEL

47. Custodial Manager
48. Data Processing Data Control Coordinator
49. Department Chairmen
50. Director of Admissions
51. Director of Athletics
52. Director of Computer Center, O.C.C.C.
53. Director of Continuing Education
54. Director of Counseling
55. Director of Development
56. Director of Facilities & Administrative Services
57. Director of Financial Aid
58. Director of Guidance & Counseling Services
59. Director, Institute for Business, Industry & Government
60. Director of Institutional Research & Planning
61. Director of Instructional Media
62. Director of Learning Resources
63. Director of Marketing
64. Director of Newburgh Extension Center
65. Director of Personnel
66. Director of Security
67. Director of Security (Part-time)
68. Director of Security and Safety
69. Director of Student Activities
70. Director of Student Financial Assistance & Job Placement
71. Director of Technical Services
72. Division Chairmen
73. Electronics Repair Specialist
74. Guidance Counselor
75. Instructor
76. Librarian
77. Maintenance Manager
78. Media Production Coordinator
79. Plant Manager
80. President
81. Professor
82. Program/Analyst
83. Registrar
84. Research Assistant
85. Secretary to Executive Vice-President for Administration
86. Secretary to the President
87. Staff Accountant
88. Student Development Counselor - Newburgh Extension Center
89. Technical Assistant
90. Technical Assistant to the Instructional Media Center
91. Technical Assistant, Physical Education Department
92. Technical Assistant/Stage Manager
93. Technical Assistant/Technical Services
94. Vice President for Academic Affairs
95. Vice President for Administration
96. Vice President for Student Development

SHERIFF UNIT POSITIONS

1. Building Maintenance Mechanic (Sheriff)
2. Correction Officer
3. Corrections Sergeant
4. Deputy Sheriff
5. Deputy Sheriff and Captain
6. Deputy Sheriff and Sergeant
7. Head Jail Cook
8. Jail Cook
9. Maintenance Mechanic Assistant Supervisor (Sheriff)
10. Maintenance Mechanic Supervisor (Sheriff)
11. Principal Account Clerk (Sheriff)
12. Senior Account Clerk (Sheriff)
13. Telephone Operator and Cashier
14. Deputy Sheriff/Correction Leader
(///// = Abolished Title)



DEPARTMENT OF PERSONNEL

J. Daniel Bloomer
Commissioner

Orange County Government Center
Goshen, New York 10924-1627

Joseph G. Rampe
County Executive

TEL (914) 294-5151. EXT. 1256 • FAX (914) 294-0838

August 20, 1996

Hon. Susan A. Comenzo
Administrative Law Judge
State of New York
Public Employment Relations Board
80 Wolf Road
Albany, New York 12205

Re: County of Orange PERB Case No. C-4549

Dear Judge Comenzo:

The undersigned, having the complete authority to do so, avers that no objection is to be filed to the conduct of this election or to conduct affecting the results of this election.

Sincerely,

J. DANIEL BLOOMER
Commissioner of Personnel

JDB/cog

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL #264,

Petitioner,

-and-

CASE NO. C-4559

TOWN OF CANEADEA,

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 International Brotherhood of Teamsters Local #264 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 seasonal employees of the Highway, Water and Sewer Departments. Seasonal employees are defined as those employed at least six weeks a year and twenty hours a week, as long as there is a 60% return rate among the employees for two successive years.

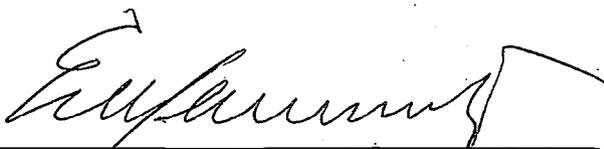
Excluded: Superintendent of Highways, all on-call employees who are not seasonal employees, and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the International Brotherhood of Teamsters Local #264. 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: August 28, 1996
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member