STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-6/2/77

In the Matter of

POLICE ASSOCIATION OF NEW ROCHELLE, INC.,

Respondent, : BOARD DECISION & ORDER

- and - :

CITY OF NEW ROCHELLE, : CASE No. U-2171

Charging Party. :

The charge herein was filed by the City of New Rochelle (City). It alleges that the Police Association of New Rochelle (Association) violated the Public Employees' Fair Employment Act (the Act), CSL §209-a.2(b), by refusing to negotiate in good faith in that it improperly insisted upon negotiating demands that are not mandatory subjects of negotiation. The Association submitted six of these demands to interest arbitration pursuant to CSL §209.4. The remaining demands that had been protested by the City were withdrawn by the Association and the City has withdrawn its charge with respect to those demands.

The dispute is one that raises questions concerning the scope of negotiations under the Act and it has been processed under §204.4 of our Rules. Under this procedure, there has been no intermediate report by a hearing officer; rather, the stipulation and the pleadings, which constitute the record of the proceedings, and the parties' memoranda of law, were submitted directly to this Board.

The First and Second Demands

The first two demands that are before us are #18 and #20, which read as follows:

"#18. Disciplinary Procedures (Re-Assignments).

If an employee is reassigned, he shall, if he so requests, receive written reasons for such action. If the employee, after receiving the written reasons, wishes to do so, he may use the grievance machinery as provided in the contract. No employee shall be re-assigned as a form of discipline, prior to the completion of a departmental hearing and the publication of the results thereof, unless the employee consents to such re-assignment. For the purpose of this section, if an employee is re-assigned, subsequent to his committing an act which results in the commencement of disciplinary action against him but before the completion of a departmental hearing and publication of the results thereof, it shall be presumed that the employee was re-assigned as a form of discipline."

"#20. Disciplinary Procedures (Representation).

An employee under internal investigation shall have the right to have present during the period of interrogation a representative of the UNION and/or an attorney. The representative shall be excused from duty for a sufficient period of time necessary to assist the employee who has requested his presence. The employee shall be given a reasonable opportunity to notify such representative and/or attorney, but the period of interrogation shall not be delayed for more than one (1) hour because such representative and/or attorney is unable to be present. Such representative and/or attorney shall have the right to be present during the period of interrogation to confer with and advise the employee."

Both of these demands would supplement and modify the disciplinary procedures specified in CSL §75 and, for that reason, we do not agree that they are mandatory subjects of negotiation. Demand #18 would prohibit the City from reassigning an employee "as a form of discipline" unless certain proposed preliminary procedures are fulfilled. CSL §75 does not provide for such preliminary procedures. It provides that employees may be disciplined before the available procedures are utilized or exhausted. Demand #20 deals with representation of a person against whom disciplinary action is being considered. This, too, is covered by CSL §75. It provides that "A person against whom removal or other disciplinary action is proposed shall have written notice thereof and...the person or persons holding such hearing shall, upon request of the person against whom charges are preferred, permit him to be represented by counsel...."

In our view, a comparison of sections 75 and 76 and their underlying history indicate that, except for employees of the State of New York, the statutory provisions of section 75 relating to removal and other disciplinary proceedings are preemptive of the subject matter and are not open to collective negotiation. In 1972, CSL §76.4 was amended to include the following language:

> "Such sections [CSL sections 75 and 76] may be supplemented, modified or replaced by agreements negotiated between the state and an employee organization pursuant to article fourteen of this chapter." (emphasis supplied)

In his memorandum, the Governor explained that this amendment would "permit Sections 75 and 76 to be replaced by provisions contained in a negotiated agreement;", New York State Legislative Annual, 1972, page 39.

It is significant that the only public employer to which the 1972 amendment expressly applies is New York State. McKinney's Statutes, §240, states:

> "The maxim expressio unius est exclusio alterius is applied in the construction of the statutes, so that where a law expressly describes a particular act, thing or person to which it shall apply, an irrefutable inference must be drawn that what is omitted or not included was intended to be omitted or excluded."

Supporting our conclusion that the reference to "the State" in CSL §76.4 excludes other "governments", or "public employers", as those terms are defined in the Act, is S. 4482, a 1977 program bill of the Governor which, among other things, would amend CSL §76.4 by substituting the phrase, "a public employer" for "the state" and would also introduce similar language into §3020-a of the Education Law. The Governor's supporting memorandum states that "The bill would amend Section 76 of the Civil Service Law and Section 3020-a of the Education Law to permit all public employers to negotiate disciplinary and dismissal procedures in their collective agreements with employee organizations." (emphasis added)

Accordingly, under present law, we conclude that public employers other than the State of New York are not permitted to negotiate collective agreements containing disciplinary procedures that would supplement, modify or replace the provisions of CSL §§75 or 76. To the extent that the Association's demands would do this, they are prohibited subjects of negotiation. The Association's insistence upon taking such demands to interest arbitration constitutes a violation of its duty to negotiate in good faith.

The Third Demand

Demand #21 reads as follows:

"#21. Disciplinary Procedures (Statement by Employee).

> An employee who is being questioned for a violation of the Rules and Regulations which could constitute a criminal charge if he were prosecuted, shall not be compelled to give a statement even for administrative purposes only. An employee shall be compelled to submit only his official police report."

This demand is not a mandatory subject of negotiation. It is directed to an investigation of a violation of rules and regulations "which could constitute a criminal charge." It is the inherent governmental function of the City's police department to investigate all possible criminal acts that may have occurred within its jurisdiction, including those criminal violations that may have been perpetrated by policemen. Even if the duty to negotiate were deemed to extend to investigations of departmental misconduct by policemen, it could not embrace conduct that might constitute the subject of a criminal investigation. The City cannot be compelled to relinquish its essential responsibility by negotiating over a demand to insulate its police officers from such an investigation. See Troy Uniformed Firefighters Association, 10 PERB ¶3015(1977).

The Fourth Demand

Demand #27 reads as follows:

"#27. Required Equipment.

> An employee shall be provided with the following equipment so long as such equipment is required by the Department:

(a) rubber reflectorized raincoats and boots
(b) billies
(c) handcuffs

Detectives to be issued stainless steel two (2") inch barrel revolvers on heavy duty frame."

The demand that employees be provided with equipment "so long as such equipment is required by the department" is a mandatory subject of negotiation. It is in essence an economic matter of whether the employees should be required to acquire and pay for the equipment they must use in the performance of their duties. This is a term and condition of employment.

The demand that employees be furnished by the employer with a certain type of revolver is not, however, a mandatory subject of negotiation. We have already determined in Matter of City of Albany, 7 PERB ¶3078 (1974), that the selection of weapons and their tactical deployment involves the manner and means by which a city serves its constituency and hence is a management prerogative.

The Fifth Demand

Demand #28 reads as follows:

"#28. Equipment (For Police Vehicles).

All police vehicles shall be provided with the following:

(a) shutguns with their positions secured
(b) air conditioning
(c) grill lights (unmarked vehicles)"

The demand that all police vehicles be provided with shotguns is not a mandatory subject of negotiation. As stated above, the selection of weapons and their tactical deployment is a management prerogative.

The demand that all police vehicles be provided with air conditioning is a mandatory subject of negotiation. We have so ruled in Scarsdale PBA, 8 PERB ¶3075 (1975). The purpose of the demand is to afford physical comfort to the employees in their working environment. This relates to a term and condition of employment. The cost implications of the demand do not convert it into a

matter of management prerogative. We are not persuaded by the City's arguments that providing air conditioning in patrol cars has serious tactical implications.

The demand that all unmarked police vehicles be provided with grill lights presents a more difficult problem. The Association argues persuasively that the equipment which would be replaced by grill lights (the so-called "Kojak" light that is placed on the roof of an unmarked vehicle and the internal rotating light that is placed on its dash) presents some hazard to the employees riding in the car. On the other hand, the City argues no less persuasively that the introduction of grill lights would raise tactical concerns because unmarked cars that were so equipped would be more detectable. We have dealt with the problem of this kind of demand that has both safety and deployment characteristics. In I.A.F.F. of the City of Newburgh, 10 PERB¶3001 (1977) we determined that the predominant characteristic of the particular demand there at issue was deployment of staff, even though it had significant safety implications. Ruling that the demand was not a mandatory subject of negotiation, we said (at page 3003):

> "As we have found here and in other cases, the general subject of safety as a means of protecting employees beyond the normal hazards inherent in their work is a mandatory item of negotiation. Hence, the presence of a general safety clause in the collective bargaining agreement should provide a basis for testing the safety guarantee in individual fact situations which may arise during the life of the agreement by presentation of disputes in such specific situations for resolution through the general grievance procedure."

Our analysis in the Newburgh case is applicable to the demand here, and we find that this particular demand is not in itself a mandatory subject of negotiation.

The Sixth Demand

Demand #34 reads as follows:

"#34. Hospitalization (Deceased Employees).

If an active employee with one (1) or more years of service or a retired employee deceases, his immediate family shall receive the same hospitalization presently provided for said employee at no cost to the survivors for a period of one (1) year after death."

This demand is a mandatory subject of negotiation to the extent that it applies to persons who are employees at the time of the negotiations. It is not a mandatory subject of negotiation to the extent that it applies to former employees already retired, Troy Uniformed Firefighters Association, supra, at page 3034. See also Allied Chemical and Alkali Workers of America, Local 1 v. Pittsburgh Plate Glass Co., 404 Y.S. 157 (1971). The Taylor Law applies only to "public employees", a term defined to mean persons "holding a position by appointment or employment in the service of a public employer...."

NOW, THEREFORE, WE ORDER that the Police Association of New Rochelle, Inc., negotiate in good faith with the City of New Rochelle with respect to all those demands herein that we determined not to be mandatory subjects of negotiation* and, with respect to those demands determined to be mandatory subjects of negotiation, the charge herein is dismissed.

DATED: New York, New York
June 2, 1977

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus**

* The Association's duty to negotiate in good faith contemplates its withdrawal of such demands.

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** Board Member Klaus joins in this decision, noting that the submission of the disputed issues to binding arbitration has terminated the parties' efforts to resolve their differences through collective negotiation and has turned the dispute over to a third party for final and binding disposition. Accordingly, she finds her dissenting position in Monroe-Woodbury Central School District, 10 PERB ¶3029, not applicable here.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of THE PROFESSIONAL FIRE FIGHTERS ASSOCIATION INC., LOCAL 274, I.A.F.F., Respondent, -and- THE CITY OF WHITE PLAINS, Charging Party.	#2B-6/2/77 BOARD DECISION AND ORDER CASE NO. U-2200

The charge herein was filed by the City of White Plains (City) on July 12, 1976. It alleges that the Professional Fire Fighters Association, Inc., Local 274, I.A.F.F. (Association) committed an improper practice in violation of Civil Service Law §209-a.2(b) by refusing to negotiate in good faith with the City. The basis for the charge is that the Association has made several negotiating demands that do not constitute mandatory subjects of negotiation, and, that, over the objections of the City, it has continued to insist upon those demands even after the negotiations dispute was submitted to interest arbitration pursuant to CSL §209.4. This case comes to us directly, pursuant to §204.4 of our Rules of Procedure for expedited treatment as a scope of negotiations dispute. On March 17, 1977, the City and the Association entered into a stipulation in which they specified those demands of the Association whose negotiability should be determined by this Board. The parties have filed briefs in support of their respective positions.

The charge originally complained about seven separate demands, but the parties have stipulated to the withdrawal from consideration by this Board of all but three of them. Two of the demands are clauses contained in the last collective bargaining agreement between the parties.

Discussion

The following demands are the subject of this proceeding and will be identified as the parties have identified them in their stipulation.

> "27. In the event that a firefighter is required to seek medical attention as a result of an injury sustained on the job and such attention causes him to return to his assigned station after the end of his normal tour, all time after the end of the tour shall be paid at the applicable overtime rate."

The City argues that this proposal, which would require applicable overtime pay after a regular tour of duty ends until the employee returns to his assigned station, is in reality a demand for compensation for disability time, which is exclusively covered by the statutory mandates of §207-a of the General Municipal Law and is, therefore, not a mandatory subject of negotiation. It cites our decision in City of Binghamton and Binghamton Firefighters, Local 729, I.A.F.F., 9 PERB 3026. The Association, on the other hand, argues that this proposal is directed to a situation that is not covered by §207-a. The Association states that, under the proposed clause, a firefighter who is injured during his tour of duty and obtains medical attention and then returns to his assigned station after that tour of duty has ended, but before his next tour of duty begins, would be paid the overtime rate for the interim between the two tours. The Association argues that only if the next tour of duty has begun and any part of it is missed would §207-a be applicable.

It is our conclusion that the demand is a request for overtime payment when medical attention requires an injured firefighter to return to his assigned station after the end of his normal tour, but prior to the commencement of his next tour. We agree that this demand, at least as interpreted by the Association, is not precluded by §207-a of the General Municipal Law. It clearly involves a mandatory subject of negotiation, i.e., rate of compensation for time spent in connection with work. As such, it is appropriate that the demand, including any necessary clarification

of the language in which it is presented, be left for resolution in arbitration.

"1. Article XVIII, REPLACEMENT OF FIRE FIGHTERS AND OFFICERS

When a vacancy occurs in a competitive class of the Fire Department (Fire Fighter, Fire Lieutenant, etc.) and a Civil Service eligibility list is in existence for the particular grade in which the vacancy exists, it shall be filled as soon as possible. A certified Civil Service list shall be in existence at all times, except for the position as Chief."

We have previously held, in City of Albany, 7 PERB 3142 and Scarsdale PBA, Inc., 8 PERB 3131, that a demand requiring the filling of vacancies could preclude the public employer from effecting a staff reduction and that any demand that would restrict reductions in staff size is a permissive and not a mandatory subject of negotiation. The Association urges that the proposed language here does not require the City to "declare a vacancy" but that, if a vacancy is declared by the City, then it should be filled as soon as possible. Without passing upon whether the distinction sought to be drawn by the Association would alter the essential nature of its demand, we conclude that the proposed language cannot be read in the manner urged by the Association. As it is written, the demand would require the City to fill every vacancy, i.e. every position that has been vacated. Our prior decisions apply to this proposal. The demand is not a mandatory subject of negotiation.

"2. Article LIII, ANTI-DISCRIMINATION.

Neither the City nor any of its agents, representatives or employees shall discriminate against, coerce or interfere in any way or manner, any member of the Association because of his membership or activities in the Association or by reason of his being an officer of the Association."

The City argues that this Board has consistently ruled that public employers cannot be compelled to negotiate inclusion in a collective bargaining contract of provisions repetitive of those in Statutes, Matter of Scarsdale PBA, Inc., 8 PERB 3131; New Rochelle Firefighters, 8 PERB 3124; Albany Police, 7 PERB 3078. This clause, the City urges, merely repeats certain of the statutory

rights set forth in §209-a.1 of the Civil Service Law (the definition of improper practices) and is, therefore, duplicative and nonmandatory. The Association asserts that such discrimination clause is a common provision in collective bargaining agreements; that it has been in the parties' agreement since 1972; and that, although duplicative of the improper practice provisions of the Taylor Law, its inclusion in the contract would make alleged violations thereof subject to the arbitration clause of the parties' contract.

We do not believe that the issue here should be decided simply on the basis that the bargaining demand is repetitive of a statutory provision. The particular nature of the proposal raises an important question concerning the enforcement of statutory policy regarding the prevention of improper practices by a public employer. If this proposal were to be deemed a mandatory subject of negotiation, then public employees and public employers would be required to bargain as to whether procedures, other than those established by this Board under the provisions of Civil Service Law §209-a, should be established to prevent and to remedy improper practices.

While the proposal would not, as it indeed could not under the Law, preclude the filing of an improper practice charge with this Board, it would provide direct access to the grievance procedure and to arbitration as an alternative recourse. The provision would require the arbitrator to determine in the first instance whether the employer had engaged in discriminatory conduct motivated by anti-union animus and to fashion a remedy appropriate under the agreement. The essential elements of a statutory improper practice would thus be passed upon and relief granted in the private arbitration proceeding. Civil Service Law §205.5(d) has granted to this Board "exclusive nondelegable jurisdiction" to prevent improper practices. In view of the availability of a prescribed statutory method for resolving improper practices, and an express legislative purpose to vest solely in this Board the application of that method, we

conclude that the establishment of a different system for resolving what are essentially improper practice disputes is not a mandatory subject of negotiation.

Our long-standing policy of deferral to arbitration is not applicable to the issue of whether there is a duty to negotiate over a demand to create a contract right that duplicates a statutory right. Thus, that policy remains unaffected by our decision here (see Matter of New York City Transit, 4 PERB 3669 and Matter of Board of Education of City of New York, 6 PERB 3022).

Accordingly, as to the first demand discussed above, we dismiss the charge, but sustain the charge as to the second and third demands, and, with respect to those demands,

WE ORDER the respondent, Professional Fire Fighters Association, Inc. Local 274, I.A.F.F., to negotiate in good faith with the City of White Plains.

Dated: New York, New York
June 2, 1977

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus*

*Board Member Klaus joins in this decision, noting that the submission of the disputed issues to binding arbitration has terminated the parties' efforts to resolve their differences through collective negotiation and has turned the dispute over to a third party for final and binding disposition. Accordingly, she finds her dissenting position in Monroe-Woodbury Central School District, 10 PERB ¶3029, not applicable here.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE, COLUMBIA COUNTY and GREENE COUNTY, Respondents, -and- COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, Charging Party.	#2C-6/2/77 BOARD DECISION AND ORDER CASE NO. U-2297

The matter herein comes to us upon the exceptions of the charging party, Columbia-Greene Community College Faculty Association, to a hearing officer's decision dismissing its charge. That charge had alleged that the Board of Trustees of Columbia-Greene Community College, Columbia County and Greene County (respondents) had committed an improper practice in violation of CSL §§209-a.1(a) and (d) in that they failed to pay salary increments during negotiations for a successor to the expired 1974-76 collective agreement. The hearing officer dismissed the charge. He had found that the charging party had failed to prove that there had been a long-standing and continual practice of paying increments at the beginning of a new school year. Therefore, he reasoned, there had been no unilateral change in an existing term and condition of employment.

Charging party's exceptions would have us reject the hearing officer's interpretation of the evidence. They argue that the facts support a conclusion that there was a long-standing and continual practice of providing increments. This argument is now irrelevant. On May 12, 1977, the New York Court of Appeals determined that it is not a violation of an employer's duty to maintain the status quo during negotiations for it to withhold increments, Rockland County

BOCES v. PERB, ____NY2d____.

Accordingly,

WE ORDER that the charge herein be dismissed.

DATED: New York, New York
June 2, 1977

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD #2D-6/2/77

In the Matter of

CITY OF AUBURN, NEW YORK,
Charging Party,

- and -

AUBURN POLICE LOCAL 195, COUNCIL 82, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,
Respondent.

BOARD DECISION & ORDER

CASE No. U-2510

The charge herein was filed by the City of Auburn (City) on January 20, 1977. It alleges that Auburn Police Local 195, Council 82, AFSCME, AFL-CIO (Local 195), committed an improper practice in violation of the Public Employees' Fair Employment Act (the Act), Section 209-a.2(b) by refusing to negotiate in good faith with the City. The basis for the charge is that Local 195 has made several negotiating demands that do not constitute mandatory subjects of negotiation and that, over the objections of the City, it has continued to insist upon those demands even after the negotiations dispute was submitted to interest arbitration pursuant to CSL §209.4.

On February 3, 1977, the City and Local 195 entered into a stipulation which specifies those demands of Local 195 that the City alleges to be non-mandatory subjects of negotiation. All of these demands are contained in a proposed new article to be entitled, "Discipline and Discharge". That article would expand the article in the prior agreement entitled, "Grievances and Arbitration". It is designed to supplement and modify the disciplinary procedures specified in CSL §75. Among other things, it would:

a. impose a one-year period of limitation upon the bringing of disciplinary charges, while the statute contains a three-year period of limitation;

b. restrict disciplinary action to reprimands, fines, suspensions not in excess of thirty days, and dismissal, whereas the statute permits disciplinary action to include "a reprimand, a fine not to exceed one hundred dollars..., suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service;" and

c. require that "Notice of proposed disciplinary action against an employee must be given to the employee, the union president and the employee's union steward", whereas the statute specifies only that "the person against whom...disciplinary action is proposed shall have written notice thereof...."

The dispute is one that raises questions concerning the scope of negotiations under the Act and it has been processed under §204.4 of our Rules. Under this procedure, there has been no intermediate report by a hearing officer; rather, the stipulation and the pleadings, which constitute the record of the proceeding, and the parties' memoranda of law, were submitted directly to this Board. Thereafter, we requested and heard oral argument and received supplemental briefs.

In its written and oral presentations, Local 195 argues that the modification of statutory disciplinary procedures is a mandatory subject of negotiation so long as the individual employee may choose between the statutory and the contractual disciplinary procedures. From its point of view, it is also significant that its demands do not require anything that is prohibited by the terms of CSL §75. Rather, the employer is requested in some respects to obligate itself to exercise its Section 75 discretion in the negotiating process by granting additional procedural protections to employees (e.g. notice to the union of the employer's intention to bring a charge), or, in other instances, to refrain from exercising the full limits of the discretion.

accorded it by law (e.g.(1) by reducing the time limitations for bringing a charge below the maximum allowed by the statute; (2) by imposing a penalty of demotion in grade or suspension without pay for a shorter period of time than the maximum allowed by the statute).

For its part, the City argues that the subject of employee discipline is neither a mandatory nor a prohibited subject of negotiation, but that it is a permissive one as to which the employer may choose to negotiate. In support of this proposition, it argues that the subject of discharge and discipline is governed by §§75 and 76 of the Civil Service Law and, in the case of some policemen, also by §891 of the Unconsolidated Laws.

We do not agree with either of the parties. Except for employees of the State of New York, the statutory provisions relating to removal and other disciplinary proceedings are preemptive of the subject matter and are not open to collective negotiation. In 1972, CSL §76.4 was amended to include the following language:

> "Such sections [CSL sections 75 and 76] may be supplemented, modified or replaced by agreements negotiated between the state and an employee organization pursuant to article fourteen of this chapter." (Emphasis supplied)

In his memorandum, the Governor explained that this amendment would "permit Sections 75 and 76 to be replaced by provisions contained in a negotiated agreement;", New York State Legislative Annual, 1972, page 39.

It is significant that the only public employer to which the 1972 amendment applies is New York State. McKinney's Statutes, §240, states:

> 'The maxim expressio unius est exclusio alterius is applied in the construction of the statutes, so that where a law expressly describes a particular act, thing or person to which it shall apply, an irrefutable inference must be drawn that what is omitted or not included was intended to be omitted or excluded."

Supporting our conclusion that the reference to the State in CSL §76.4 excludes other governments is S. 4482, a 1977 program bill of the Governor, which among other things, would amend CSL §76.4 by substituting the phrase, "a public

employer" for "the state" and would introduce similar language into §3020-a of the Education Law. The Governor's supporting memorandum states that "The bill would amend Section 76 of the Civil Service Law and Section 3020-a of the Education Law to permit all public employers to negotiate disciplinary and dismissal procedures in their collective agreements with employee organizations." (emphasis added)

Under the present law, public employers other than the State of New York are not permitted to negotiate collective agreements containing disciplinary procedures that would supplement, modify or replace the provisions of CSL §§75 or 76. Local 195's demands would do this. Accordingly, they are prohibited subjects of negotiation. Local 195's insistence upon bringing those demands to an interest arbitrator is a violation of its duty to negotiate in good faith.

NOW, THEREFORE, WE ORDER Local 195 to negotiate in good faith with the City of Auburn.

DATED: New York, New York
June 2, 1977

Robert D. Helsby, Chairman

Joseph R. Crowley

Ida Klaus *

*Board Member Klaus joins in this decision, noting that the submission of the disputed issues to binding arbitration has terminated the parties' efforts to resolve their differences through collective negotiation and has turned the dispute over to a third party for final and binding disposition. Accordingly, she finds her dissenting position in Monroe-Woodbury Central School District, 10 PERB ¶3029, not applicable here.

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	#2E-6/2/77
DEPARTMENT OF PUBLIC HEALTH, COUNTY OF ALBANY,	
Employer,	
- and -	CASE NO. C-1478
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,	
Petitioner.	

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

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

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

Unit: Included: All full-time (30 hours or more) employees of the employer.

Excluded: Commissioner of Health; Deputy Commissioner of Health; Director of Public Health Nursing Services; Assistant Director of Public Health Nursing Services; Director of Environmental Health Services; employees in the Methadone Maintenance Program and Environmental Management Council and employees in management-confidential positions.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Civil Service Employees Association, Inc.

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

Signed on the 2nd day of June, 1977.

Robert D. Helsby, Chairman

Joseph R. Crowley

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PERB 58
(10-75)