STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	#1A - 12/14/78
ADDISON CENTRAL SCHOOL DISTRICT and DISTRICT PRINCIPAL, EDWARD BROWN,	BOARD DECISION AND ORDER
Respondents,	CASE NO. U-3058
-and-	
ADDISON TEACHERS ASSOCIATION,	
Charging Party.	

THEALAN ASSOCIATES, by JOHN A. NORD, JR., for Respondents
JOHN B. SCHAMEL, JR., for Charging Party

This matter comes to us on the exceptions of the Addison Teachers Association (charging party) to a decision of a hearing officer dismissing its charge against the Addison Central School District and its District Principal (respondents). The charge alleges that the respondents interfered with the organizational rights of employees represented by charging party in violation of §209-a.1(a) of the Taylor Law, and refused to negotiate with charging party in violation of §209-a.1(d) of the Law, by unilaterally discontinuing their practice of distributing copies of the contract between the parties to all members of the unit represented by charging party. While admitting their refusal to comply with the charging party's request to distribute copies of the contract, respondents deny that their refusal constitutes a violation of the Act. Their stated reason for the change in practice was that they replaced mimeographing equipment with photocopying equipment and the switch made the reproduction of the contracts too expensive.

The hearing officer dismissed the §209-a.1(a) charge, finding that

respondents' refusal to furnish copies of the contract was not intended to deprive the employees of their right of organization. He also dismissed the §209-a.1(d) charge, holding that respondents were under no duty to negotiate about the distribution of copies of the contract because the distribution is not a term or condition of employment.

During the hearing, the charging party agreed to furnish the hearing officer and respondents with copies of its exhibit containing negotiation proposals for 1977-79. The alleged relevance of the exhibit is that one of the demands related to the reproduction of the contract. A copy was available and utilized during the hearing, but the charging party never furnished the exhibit to PERB or the respondents.

The charging party's exceptions argue that (1) the respondents' past practice of furnishing contract copies cannot be abandoned unilaterally; (2) the hearing officer erred in concluding that providing copies of contracts is not a term and condition of employment; (3) respondents presented no cost figure to support the claim that the refusal to continue furnishing free contract copies was motivated by economic considerations; and (4) it was improper for the hearing officer to render his decision without having the exhibit containing negotiation proposals.

We affirm the decision of the hearing officer and dismiss each of the exceptions.

The intent to deprive employees of their right of organization is an essential element of a violation of §209-a.1(a). There is no evidence that respondents discontinued their practice of furnishing contract copies to unit employees for an improper purpose, such as a design that the employees be denied information about the terms agreed upon. Rather the record supports respondents' position that they were not improperly motivated in that their

discontinuation of the practice of furnishing contract copies was for economic reasons. Thus, the alleged violation of §209-a.1(a) must be dismissed.

The alleged violation of §209-a.1(d) must also be dismissed because respondents were under no Taylor Law duty to negotiate with the charging party about the distribution of the contract. The distribution of a contract is an administrative function for which each party is responsible to its separate constituency. The past practice of utilizing the School District's duplicating facilities on behalf of charging party was a service to charging party, but it was not a term or condition of employment. A public employer has no Taylor Law obligation to maintain or negotiate about a past practice that is not a term or condition of employment, Board of Education of the City of New York, 5 PERB ¶3054 (1972), reconsidered and modified on other grounds, 6 PERB ¶3006 (1973).

Charging party's contention that the hearing officer erred by rendering a decision without having an exhibit must be rejected. The record indicates that a copy of the exhibit was available and utilized during the hearing by the hearing officer and a witness. The hearing officer referenced the exhibit by footnote in his decision. The hearing officer's decision is supported by the record and charging party cannot profit from its failure to furnish its promised exhibit.

ACCORDINGLY, WE ORDER that the charge be dismissed.

DATED: Albany, New York
December 14, 1978

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#1B - 12/14/78
STATE OF NEW YORK,	:	
Employer,	:	
- and -	:	BOARD DECISION AND ORDER
CORRECTION OFFICER'S BENEFIT ASSOCIATION,	:	CASE NO. C-1750
Petitioner,	:	
- and -	:	
SECURITY UNIT EMPLOYEES, COUNCIL 82, AFSCME, AFL-CIO,	:	
Intervenor.	:	

JOSEPH M. BRESS, ESQ., for Employer
RAYMOND G. KRUSE, ESQ., for Petitioner
RICHARD R. ROWLEY, ESQ., for Intervenor

This matter comes to us on the exceptions of the Correction Officer's Benefit Association (COBA) to a decision of the Acting Director of Public Employment Practices and Representation (Director) dismissing its petition. COBA seeks to displace the Security Unit Employees, Council 82, AFSCME, AFL-CIO (Council 82) as the representative of the Security Services Unit of State Employees. That unit, as originally created by our decision in State of New York, 2 PERB ¶3037 (1968), did not include seasonal employees. Seasonal employees were added to the unit in 1972 when we granted a motion of the State of New York (employer) to do so, State of New York, 5 PERB ¶3022.

In support of its petition, COBA submitted a showing of interest of 2,841 signatures, at maximum, of individuals who supported the challenge to the status of Council 82. The Acting Director determined that the showing of interest was insufficient because it was less than 30 percent of 11,090 employees who comprised the Security Services Unit.

The exceptions are brought pursuant to §201.4(c) of our Rules which authorizes the review of a determination of the Director dismissing a petition because a showing of interest is not numerically sufficient. COBA asserts that the Acting Director erred in determining that the unit was comprised of 11,090 employees because that number includes seasonal employees. It contends that the Director should have excluded seasonal employees from the unit and that if he had done so, its showing of interest would have been numerically sufficient. In support of this contention, it argues that seasonal employees are casual workers who are not subject to the Taylor Law and therefore cannot be included in any negotiating unit.

The employer and Council 82 have submitted briefs supporting the decision of the Acting Director.

DISCUSSION

The question of whether seasonal employees are casual employees and therefore are not subject to the Taylor Law was confronted directly in the 1972 State of New York decision (5 PERB ¶3022) and we concluded that they were covered employees. COBA could have asked us to reconsider that conclusion on the basis of new or newly discovered evidence. To do so, it would have had to challenge the appropriateness of the existing

negotiating unit in its petition. It did not do this. The petition explicitly referred to "all employees included in existing unit as per Article 2, current agreement between State of New York and Security Unit Employees, Council 82, AFSCME, AFL-CIO" as the appropriate unit. That agreement clearly covers seasonal employees and makes specific reference to them.

Having petitioned to represent employees in one unit, which we have found to be appropriate, COBA cannot now be permitted to question the appropriateness of that unit and seek to represent a smaller unit after discovering that its showing of interest was insufficient to qualify it to contest for representation status in the larger unit.

ACCORDINGLY, we affirm the determination of the Acting Director that the showing of interest was insufficient and

WE ORDER that the petition be dismissed.

DATED: Albany, New York
December 14, 1978

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#1C - 12/14/78
TOWN OF HAVERSTRAW,	:	
Respondent,	:	
-and-	:	BOARD DECISION AND ORDER
ROCKLAND COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION, INC.,	:	
	:	CASE NO. U-3438
Charging Party.	:	

ARTHUR MOSKOFF, ESQ., by DAVID BOLNICK, ESQ., for Respondent

BRENT, PHILLIPS, DRANOFF & DAVIS, P.C., by RAYMOND G. KRUSE, ESQ., for Charging Party

On July 27, 1978, the Rockland County Patrolmen's Benevolent Association, Inc. (PBA) filed the charge herein alleging that the Town of Haverstraw (Town) failed to negotiate in good faith in violation of §209-a.1(d) in that it refused to negotiate with regard to seven demands of PBA. The Town acknowledged that it had not negotiated as to the seven demands, but it explained its conduct by asserting that they do not constitute mandatory subjects of negotiation.

At the request of the parties, and in accordance with §204.4 of our Rules, we have dispensed with an intermediate report from a hearing officer. After a conference with the hearing officer, the parties were invited to submit briefs directly to us.

DISCUSSION

The first contention of the Town is that there should be a stricter standard regarding the mandatory nature of demands made by employee

organizations representing policemen and firefighters than is applied to other occupations. It argues that policemen and firefighters should be treated differently from other municipal employees because the availability of arbitration under §209.4 of the Taylor Law deprives the public employer of its right to reject their demands. This argument was first considered by us in 1974, shortly after the Taylor Law was amended to compel arbitration of deadlocks in policemen and firefighter negotiations. In City of Albany (Police Officers), 7 PERB ¶3078, we rejected it because the Taylor Law amendment which introduced compulsory arbitration (L.'74, c. 725) contained no language imposing restrictions upon the scope of negotiations and because the legislative history of that amendment indicated no intention "that the phrase 'terms and conditions of employment' should be interpreted more narrowly after its enactment than it had been before." In 1977, the Legislature once again amended the Taylor Law with respect to the compulsory arbitration of policemen and firefighter deadlocks but, again, it made no change in the scope of negotiations. Accordingly, we find that the standard to be applied to demands made in policemen and firefighter negotiations is the same standard as is applicable to other public employment negotiations.

Each of the seven demands in question is for a different article to be included in an agreement between the parties. Some of the proposed articles contain two or more elements but the record indicates that the PBA presented each of the proposed articles as a unit. Thus each proposed article is a non-mandatory subject of negotiation if it has non-mandatory elements, Pearl River UFSD, 11 PERB ¶3085. We express no opinion as to whether alternative demands containing some, but not all, of the elements of the actual demands would be mandatory.

We now consider the seven demands at issue.

1. *Article X, Sick Leave*

An additional two (2) days sick leave per month (to a maximum of twenty-four (24) in any given year) shall be made available to each employee during each contract year in the event of the illness of a member of an employee's family residing in the household of said employee.

This is a demand to increase the number of sick leave days in the event of an illness in the family of an employee. It is a mandatory subject of negotiation, Somers Faculty Association, 9 PERB ¶3014, at p. 3027.

2. *Article XV, Uniforms*

Add the following paragraph:

An amount of $400 per year shall be paid to each police officer for cleaning of police uniforms. Police officers shall also be reimbursed for actual cost incurred for necessary repair of police uniforms.

The cost of cleaning and repairing uniforms is a term and condition of employment and a mandatory subject of negotiation.

3. *New Article, Agency Shop Fee Deduction*

The employer agrees to deduct from the salary of all unit members who are not members of the PBA, an amount equivalent to the amount of dues payable to the PBA, and to deduct from the salary of all unit members who are members of the PBA the amount of dues payable to the PBA. Said dues shall be deducted from the first paycheck in each month. The Association shall inform the Town by December 15th of each year, of the amount of dues to be deducted, and the individuals from whom dues are to be deducted. Written authorization by the employee shall be furnished to the Town where such employee is a unit member. The agency shop fee deduction shall be made in accordance with the provisions of Article 14 of the Civil Service Law.

It is explicitly provided in §201.4 of the Taylor Law that an agency shop fee deduction is a term and condition of employment. The Town argues that it is under no duty to negotiate over this demand until PBA "'establishes and maintains' a mechanism forproviding refunds to non-union employees." The basis for this argument is that §208.3(b) of the Taylor Law provides that such a

refund procedure is a condition precedent to the collection of an agency shop fee. However, it does not follow that the refund procedure is a condition precedent to negotiations for agency shop fee deductions. On the contrary, there is no reason for PBA to establish or maintain such a procedure unless and until it is successful in negotiations for agency shop fee deduction privileges.

4. *Article VII, Retirement*

> *Retirement after twenty (20) years of service at half pay shall be provided by the Town at no cost to the employee (except as may be required by law). Final average salary shall be based on the last year of employment.*
>
> *Health insurance, life insurance and dental insurance shall continue to be provided to employees upon retirement at the levels in effect under this collective bargaining agreement.*

The negotiation of retirement benefits is generally prohibited by §201.4 of the Taylor Law. An exception is provided by Section 8 of chapter 464 of the Laws of 1978, which mandates the negotiation of those benefits that are provided by specified retirement systems for which no new enabling state legislation is required.

The second paragraph of proposed Article VII would provide for various types of insurance benefits to retirees that do not come within the exception, Hempstead PBA, 11 PERB ¶3072. We do not reach the question whether the first paragraph of Article VII alone would be a mandatory subject of negotiation. Article VII is a unitary demand which contains a prohibited subject of

negotiation and as such the demand, in its entirety, is not a mandatory subject of negotiation.

5. *New Article, Legal Insurance*

An amount of $400 per employee, per year, shall be paid by the Town into a trust fund, the purpose of which shall be to provide comprehensive legal insurance for each employee in the unit.

Legal insurance for employees is a term and condition of their employment no less than health insurance. It is a mandatory subject of negotiation.

6. *New Article, Safety Clause*

Where the following are not provided, stipends shall be paid as specified below representing hazardous duty pay beyond all other wages and emoluments to which the officer is otherwise entitled:

1. Firearms training - in the event ammunition, facilities and time on duty are not provided in sufficient amounts to afford firearms training of at least 100 rounds per month, a stipend of $1.00 per month for each round less than 100 of training with which the officer is not provided, shall be paid.

2. Driving instruction - in the event high speed driving instruction such as is provided by the school is not provided at least once every three years to each officer, a stipend in the amount of $10 for each month more than three years since the time of the last training period shall be paid until such training is again offered or, as applicable, a stipend of $10 per month for each and every month beyond the commencement date of this contract for each officer until such training is provided.

3. Blackjack - a stipend of $2.00 per day shall be paid to each policeman for each and every day when a blackjack is not provided for patrol or for each and every day when the regulations of the Department forbid the carrying of such instrument.

4. A stipend of $10 per day shall be paid to each policeman so long as departmental regulations shall forbid the use of .357 ammunition.

5. Studded snow tires - a stipend of $5.00 shall be paid to each policeman for each patrol in which he is required to operate a patrol car which is not equipped with studded snow tires during the period when such are allowed by state law.

6. Nightsticks - A stipend of $2.00 per shift shall be paid to each policeman on such shift in which the carrying of nightsticks is prohibited.

7. Mace - A stipend of $2.00 per shift shall be paid to each policeman on any such shift in which the carrying of mace is prohibited.

This demand is for hazardous duty pay whenever the Town makes a unilateral determination that has an impact upon the safety of police officers. It is a mandatory subject of negotiation, IAFF, Local 189 (Newburgh), 11 PERB ¶3087.

7. *Article XXI, Bill of Rights*

The following provisions which shall be known as a Bill of Rights are hereby established for the members of the Police Department when interrogated by a Superior of the Department in connection with an official investigation.

A. Members of the force hold a unique status as pub-officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

B. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

C. The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Town Board and the Chief of Police. In administering the department, the law empowers the Town Board to appoint numerous superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force, in the performance of their duties.

D. The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following guide lines are promulgated:

1. The interview of a member of the force during an investigation shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. Where practical, interviews should be scheduled for the daytime and the reassignment of the member

of the force to another shift should be employed. If any time is lost, the member of the force shall be compensated.

2. The interview shall take place at a location designated by the investigating officer, ordinarily at police headquarters or a location having a reasonable relationship to the incident alleged.

3. The member of the force shall be informed of the rank and name of the interviewing officer in charge of the investigation and all persons present during the interview. If a member of the force is directed to leave his post and report for interviewing to another post, his superior shall be promptly notified of his whereabouts.

4. The member of the force shall be informed of the nature of the investigation, before any interview commences, including the name of the complainant. The addresses of complainant and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the force is being interviewed as a witness only, he should be so informed at the initial contact.

5. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

6. All members of the force shall be obligated to answer any questions concerning their conduct as it relates to their employment except those which violate their constitutional, legal or contractual rights.

7. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary action. No promises of reward shall be made as an inducement to answering questions.

8. The complete interview of the member of the force shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the officer. All recesses called during the interview shall be recorded.

9. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given the rights pursuant to the Miranda decision.

10. In non-criminal cases, the department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned concerning violations of the rules and regulations, provided the interviewing is not unduly delayed. However, in such cases, the interviewing may not be postponed for purposes of counsel past twelve hours or 10:00 A.M. of the day following the notification of interview, whichever is longer. Counsel, if available, and a representative of the Stony Point Policemen's Benevolent Association, Inc., may be present during the interviewing of a member of the force.

11. Basically, the aforementioned guidelines will be observed by all superior officers or other officers of the department while conducting investigations of actions of members of the force.

12. Any disciplinary action taken against a member of the bargaining unit by the department shall be subject to review under Article .

13. Where the employee is disciplined by suspension or forced time off, such may be, at the employee's option, charged against vacation or personal leave time.

14. No press releases shall be issued by the department relative to any disciplinary action against an employee until a final determination and any appeals in connection therewith have been exhausted or completed.

15. Where during an interview an individual consents to disciplinary action, such consent shall not be binding not less than twenty-four hours after he is advised of the nature of such disciplinary action or its alternatives except in the circumstance where there is danger to the public.

16. One personnel file only shall be maintained on each employee, which file shall contain all information upon which the department shall rely in evaluating the employee. Each employee shall have right of access to his individual personnel folder on reasonable notice.

This demand would provide a number of safeguards to police officers during investigations of improper conduct. It is not a mandatory subject of negotiation because it would apply to investigations involving possible criminal charges against a policeman. In Scarsdale PBA, 8 PERB ¶3075,

at p. 3134, we said: "A policeman who is investigated for possible criminal conduct is in the same position as is any other citizen. His rights are those that are afforded to him by law, as interpreted by the courts."

NOW, THEREFORE, in view of the above conclusions of law:

1. The charge should be, and it hereby is, dismissed with respect to Article VII and Article XXI; and

2. With respect to the other demands, all of which we have determined to be mandatory subjects of negotiation, WE ORDER the Town of Haverstraw to negotiate in good faith with the Rockland County Patrolmen's Benevolent Association, Inc.

DATED: Albany, New York
December 14, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#1D - 12/14/78
THE CITY OF NEWBURGH,	:	
Respondent,	:	BOARD DECISION AND ORDER
-and-	:	CASE NO. U-3162
JOHN E. BRADY, JR.,	:	
Charging Party.	:	

PETER E. BLOOM, ESQ., for Charging Party
WILLIAM M. KAVANAUGH, ESQ., for Respondent

This matter comes to us on the exceptions of John E. Brady, Jr., the President of the Patrolmen's Benevolent Association of Newburgh, Inc. (PBA) and a member of its Grievance Committee, to a hearing officer's decision. That decision dismissed his charge that the City of Newburgh committed an improper practice by requiring him to answer questions "relative to observations made of [Unit employee, Officer] Potter's condition and/or communications he [Brady] allegedly had with Officer Potter on the morning of January 1, 1978." PBA is the exclusive representative of the policemen employed by the City of Newburgh.

FACTS

On January 1, 1978, at approximately 5:00 A.M., the Police Commissioner accused Potter of being intoxicated while on duty at that time. Potter sought the assistance of Brady because he was the PBA President and a member of its Grievance Committee. Brady and the PBA Counsel came to police headquarters to

talk with Potter privately, and to advise him about his rights relative to charges that might be brought against him. Throughout this period, Brady was off duty as a police officer.

Five weeks later, Brady was called into police headquarters to answer questions about Potter put to him by Deputy Commissioner Tomita. Specifically, he was asked about his observation of Potter's condition on January 1, 1978, and the communications that passed between them at that time. Brady protested that the questions were improper because they interfered with the policemen's right of organization and representation and with his own right, as a member of the Grievance Committee, to represent them. He, nevertheless, answered the questions when directed to do so by the Deputy Police Commissioner. He then filed the charge herein.

DISCUSSION

We determine that the City of Newburgh committed an improper practice when it insisted that Brady answer questions concerning his observation of Potter's condition and about communications between them during their January 1 meeting.

The basis of the hearing officer's decision dismissing the charge was that (1) as Potter had no Taylor Law right to have a PBA representative present at the police headquarters on January 1 because only a preliminary investigation into possible misconduct was taking place,[1] the PBA Grievance Committee had no right to be there; and (2) as Potter had no Taylor Law right to refuse to answer questions relating to his alleged intoxication that day, neither did his PBA representatives.

---

1 City of New York Dep't. of Investigation, 9 PERB ¶3047, aff'd. Sperling vs. Helsby, 60 App. Div. 2nd 559 (1st Dep't., 1977).

We do not agree with this reasoning. There is a distinction between the authority of a public employer to deny an employee the opportunity of union representation during the investigative stage of a contemplated disciplinary action and its authority to interfere with an employee's opportunity to consult with his union about anticipated charges. Such an interference occurred in the instant case, and it is a violation of §209-a.1(a) of the Taylor Law.

The record establishes that, on January 1, 1978, Potter was concerned that he might be charged with intoxication while on duty at that time. Moreover, Brady's presence that morning was not at the request of the City or as a part of its procedures. He was off duty and voluntarily at police headquarters, at the request of Potter and with the apparent approval of the City, only by reason of his official postition with the PBA. Thus, Brady was at police headquarters that morning only because of his official PBA status.

It must be presumed that Brady's discussions concerned Potter's contractual and statutory rights relating to an anticipated charge. It is the responsibility of the recognized or certified negotiating representative to advise unit employees regarding such matters. An aspect of the right of public employees to organization and representation is the privilege of consulting with appropriate union officials as to matters affecting them as employees. Such consultations are in the nature of internal union communications and, like other internal union affairs, they may be deemed confidential by the union and the employees. To invade that confidentiality tends to inhibit the employees from seeking the advice of their union representatives as to matters affecting their interests and similarly to deter the representatives from proferring advice, if sought. Thus, questioning by responsible representatives of an employer as to private internal union affairs such as events transpiring during discussions relating to the rights of employees in the face of anticipated

disciplinary charges interferes with the full measure of the protected right of organization and representation accorded by the Taylor Law.[2]

In the instant case, Brady was questioned by the Deputy Commissioner about events that occurred during a private PBA discussion. Even if the questioning was undertaken by the City in furtherance of its legitimate concern for maintaining discipline, it was per se an interference with the policemen's right of self-organization and a violation of §209-a.1(a) of the Taylor Law. The conduct was inherently destructive of the rights of the policemen to organize and must be irrebuttably presumed to have been engaged in "for the purpose of depriving them of such rights."[3]

NOW THEREFORE, WE ORDER the City of Newburgh to (1) cease and desist from questioning John E. Brady, Jr. and other appropriate PBA officials about information obtained by them in the course of assisting unit employees who may be involved in disciplinary or grievance procedures and that the City refrain from considering any information in determining the misconduct

---

2 Bourne v. NLRB, 332 F 2d 47 (2d Circ., 1964), 56 LRRM 2241, NLRB v. Gladding, 435 F 2d 129 (2d Circ., 1970), 76 LRRM 2099, Glenlynn, Inc., 204 NLRB 299 (1973), 83 LRRM 1356.

3 See State of New York, 10 PERB ¶3108, at p. 3190 (1977).

charges against Officer Potter, and (2) post notices supplied by this Board on bulletin boards normally used to communicate with unit employees.

DATED: Albany, New York
December 14, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member