STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2A-9/14/83

Local 252, Transport Workers Union of America, AFL-CIO,

Respondent,

CASE NO. D-0189

Upon the Charge of Violation of Section 210.1 of the Civil Service Law.

BOARD DECISION ON MOTION

This matter comes to us on a motion dated August 16, 1983, made by Local 252, Transport Workers Union of America, AFL-CIO (TWU). It moves this Board for an order remitting the order of this Board that was previously issued in this matter on August 6, 1981, which directed the forfeiture of its dues deduction and agency shop fee privileges, if any. The forfeiture was imposed as a penalty because TWU engaged in an illegal seven-day strike against Metropolitan Suburban Bus Authority (MSBA) from January 2 through January 8, 1980.

Our order provided that the dues deduction and agency shop fee privileges, if any, of TWU be forfeited for an indefinite period and that TWU could apply for the restoration of those privileges any time after the forfeiture had been in effect for one year. By reason of a court review

of our decision, the forfeiture did not commence until the first week of April 1983. Thus, at the time when the motion herein was made, the forfeiture was in effect under five months.

In making its motion for the restoration of its checkoff privileges before the forfeiture had been in effect for a year, TWU relies upon the principles set forth in our decision in State of New York (District Council 82), 14 PERB ¶3069 (1981). In that case, we said (at p. 3121):

> If, after having made exhaustive good faith efforts to do so by all reasonable alternative methods to the checkoff, the employee organization is unable to collect sufficient dues necessary to perform its statutory duty of representing unit employees in the negotiation and administration of collective bargaining agreements, a motion to this Board to reconsider the duration of the penalty might then be appropriate.

In support of its motion, TWU has submitted evidence that its officers are contacting its members individually and engaging in the hand collection of dues. Notwithstanding these efforts, however, its financial statement shows that it sustained a 35% falloff in its dues income in the 16-week period between April 16 and July 30, 1983. Moreover, TWU's financial statement shows that its dues income declined gradually throughout the 16-week period, so that for the final 4 weeks of that period, it sustained a 48% falloff in its dues income. Its statement

also shows increased expenses related to its dues collection efforts amounting to 13% of its normal income. Thus, over the course of the 16-week period, TWU has sustained a 48% burden by reason of its loss of checkoff privileges, while during the last 4 weeks of that period, its total burden was 61%.

The ability of TWU to provide representational services to its negotiating unit has been severely impaired by its loss of income and even more so by its need to use its officers in dues collection efforts almost to the exclusion of their normal representational duties. Whereas TWU normally handles 15 to 20 Step 2 grievances each month, it has not processed a single Step 2 grievance since the loss of its dues checkoff privileges. Fifty-one Step 2 grievances, none of which was ready before March 24, 1983, now await processing. Of these, 38 involve employee discipline, and pursuant to TWU's collective bargaining agreement with MSBA, employees can be suspended pending the resolution of a grievance at Step 2. The papers before us also show that in the past, there has been about one grievance arbitration per month but that no grievance has come to arbitration since TWU lost its checkoff privileges. There is a backlog of only one arbitration case; the other potential arbitration cases have not yet

passed the second step of the grievance procedure.

MSBA supports TWU's allegation that the grievance process has collapsed because of TWU's loss of checkoff privileges. It also supports TWU's motion herein.

On the basis of the evidence before us, we conclude that, by reason of its loss of dues and agency shop fee deduction privileges, the ability of TWU to provide necessary representational services to unit employees has been, and continues to be, severely impaired. This justifies reconsideration of our order of August 6, 1981, and a suspension of that penalty.[1/]

NOW, THEREFORE, WE MODIFY our order to the extent that the forfeiture of the dues deduction and agency shop fee privileges, if any, of TWU be suspended; WE FURTHER ORDER that such suspension be subject to revocation in the event of a strike or strike threat. TWU may apply to this Board, on notice to MSBA, in April 1984 for

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[1/]We note that TWU has affirmed that it no longer asserts a right to strike against any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

full restoration of its dues and agency shop fee deduction privileges.

DATED: September 14, 1983
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member

DISSENTING OPINION OF BOARD MEMBER KLAUS

I am not persuaded by the supporting affidavits that TWU has "exhausted all reasonable alternative methods to the checkoff", as contemplated by our dictum in State of New York (District Council 82).

DATED: September 14, 1983
Albany, New York

Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

PEEKSKILL CITY SCHOOL DISTRICT,

#2B-9/14/83

Respondent,

-and-

CASE NO. U-6380

PEEKSKILL CAFETERIA UNIT, WESTCHESTER LOCAL 860, CSEA,

Charging Party.

RAINS & POGREBIN, P.C. (ERNEST R. STOLZER, ESQ., of Counsel), for Respondent

ROEMER AND FEATHERSTONHAUGH, ESQS. (WILLIAM M. WALLENS, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Peekskill City School District (District) to a hearing officer's decision that it violated §209-a.1(d) of the Taylor Law by subcontracting its school cafeteria services to PIC Management Services, Inc. without having negotiated the matter with the Peekskill Cafeteria Unit, Westchester Local 860, CSEA (CSEA). In support of its exceptions, the District argues that the hearing officer should have found that the Association waived its right to negotiate the matter.

The District bases its claim of waiver on the fact that CSEA did not make a demand for negotiations even though it knew that the District was contemplating the subcontracting of its cafeteria services. The District concedes that it never negotiated the subject of subcontracting with CSEA, but, according to the District, CSEA took a route alternative to negotiations in its attempt to preclude the subcontracting. That route was to have its food service consultant try to persuade the District's Board of Education at a public meeting not to pursue the idea of subcontracting the cafeteria services. This, according to the District, constituted a waiver of CSEA's right to negotiate the matter.

The hearing officer rejected this argument and we affirm his action. The record shows that the District's negotiator told CSEA that a decision by the Board of Education as to whether it wanted to subcontract its cafeteria services would precede any negotiations. CSEA failed to persuade the Board of Education that such subcontracting would be undesirable. However, there is no indication in the record that CSEA considered its effort to persuade the Board of Education as an alternative to negotiations. Accordingly, the District continued to be obliged to negotiate the matter before acting. The District failed to do so and, thereby, violated the Taylor Law.

NOW, THEREFORE, WE ORDER the District:

1. forthwith to offer reinstatement under their prior terms and conditions of employment to those employees terminated as a result of the contract with the PIC Management Services, Inc., and make them whole for any loss of wages and benefits suffered by reason of the violation found herein, less the amount of wages and benefits received from the time of termination until the offer of reinstatement, plus simple interest on such lost wages at the legal rate;[1/]

2. to negotiate in good faith with CSEA concerning the terms and conditions of employment of the reinstated employees since July 1, 1982; and

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[1/]The legal rate is 3% until June 30, 1983 and 9% thereafter. General Municipal Law §2-a.1 as amended by L. 1982, c. 681.

3. to sign and post copies of the notice attached hereto in all locations normally used to communicate with unit employees.

DATED: September 14, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify employees represented by the Peekskill Cafeteria Unit, Westchester Local 860, CSEA, that the Peekskill City School District will:

1. Forthwith offer reinstatement under their prior terms and conditions of employment to those employees terminated as a result of the contract with the PIC Management Services, Inc., and make them whole for any loss of wages and benefits suffered by reason of the violation found herein, less the amount of wages and benefits received from the time of termination until the offer of reinstatement, plus simple interest on such lost wages at the legal rate.

2. Negotiate in good faith with CSEA concerning the terms and conditions of employment of the reinstated employees since July 1, 1982.

.....Peekskill City School District.....

Dated..... **By**.....
(Representative) (Title)

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

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED FEDERATION OF TEACHERS, INC., #2C-9/14/83

Respondent,

-and- CASE NO. U-6824

HAROLD Z. DESSLER,

Charging Party.

HAROLD Z. DESSLER, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Harold Z. Dessler to a decision of the Acting Director of Public Employment Practices and Representation (Acting Director) dismissing his charge on the ground that it was not timely. The charge alleged that the United Federation of Teachers, Inc. (UFT) violated its duty of fair representation to Dessler by refusing to process a grievance which complained that the New York City Board of Education did not credit him with two "non attendance days with pay" when he did not come to work because he appeared before the Institute for Mediation and Conflict Resolution (IMCR) in connection with his complaint that a fellow employee assaulted him.

Dessler's grievance was rejected by the UFT Manhattan Borough Representative on November 19, 1982. Dessler appealed this rejection to Jules Kolodny, secretary to UFT's Administrative Committee and on December 22, 1982, Kolodny wrote to Dessler that it had been considered by UFT's Administrative Committee and that "[a]fter a careful discussion of the facts and issues involved, the officers voted not to uphold your appeal." Dessler attempted to appeal Kolodny's decision to Albert Shanker, UFT's president and on February 8, 1983, Kolodny responded on behalf of Shanker. That letter merely stated that Dessler had already been advised of the decision of UFT's Administrative Committee.

The Acting Director determined that Kolodny's letter of December 22, 1982 informing Dessler of the action of the Administrative Committee was the operative action of UFT from which the four-month period in which to file a charge ran.[1/] As the charge was not filed until May 20, 1983, it was almost a month late and the Acting Director ruled that it was not timely.

Dessler contends that his time to file the charge ran from Kolodny's letter of February 8, 1983. As noted by the Acting Director, the operative action of UFT took place on

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1/See §204.1(a)(1) of our Rules of Procedure.

December 22, 1982, and Kolodny's letter of February 8, 1983 reaffirming the already stated position of UFT did not extend Dessler's time to file his charge.[2/]

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

DATED: September 14, 1983
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

[2/] See West Park UFSD, 11 PERB ¶3016 (1978).

In his exceptions, Dessler asserts that a member of this Board's staff advised him that his time to file a charge would run from Mr. Kolodny's letter of February 8, 1983. The assertion, even if true, is irrelevant. The exchange took place after the expiration of Dessler's time to file his charge. Thus, Dessler was not prejudiced by the staff member's advice even if his recollection of it is correct.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

VILLAGE OF MONTICELLO, #2D-9/14/83

Employer-Petitioner,

-and- CASE NO. C-2647

AFSCME COUNCIL 66,

Intervenor.

STEPHEN L. OPPENHEIM, ESQ., for Employer-Petitioner

MICHAEL A. TREMONT, ESQ., for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Village of Monticello (Village) to a decision of the Acting Director of Public Employment Practices and Representation (Acting Director) dismissing its petition to annul its recognition of AFSCME Council 66 (Council 66). The Village had recognized Council 66 in a unit of four employees on the basis of interest cards signed by the employees. It now alleges that "at least half the members of the unit who signed interest cards did so either mistakenly or through misrepresentation or changed their minds promptly upon learning the consequences of recognition."

In support of its assertion that the interest cards were not reliable, the Village submitted letters from two of the

unit employees. One said that when she signed the interest card, she was "not under the impression that it was any kind of commitment or contractual agreement." The other said that she was not sufficiently informed of all the information and the obligations and benefits of union representation when she signed the card. In both instances the letters were signed after Council 66 was recognized.

The trial examiner informed the Village that the charge was insufficient insofar as it alleged that some of the unit employees were not aware of the consequences of their signing of the cards or that they changed their minds after Council 66 was recognized. He further indicated that the letters did not support an allegation of misrepresentation and he asked for an offer of proof.

The Village did not avail itself of the opportunity to submit an offer of proof. It asserted that such proof could only be obtained from unit members and that it was inappropriate for it to solicit such proof from them except insofar as it might call them as witnesses at a hearing. It gave no indication that it had reason to believe that their testimony would establish a misrepresentation. Rather, it made the vague argument that the misrepresentation consisted of Council 66's "failure to reveal that which should be revealed."

We affirm the decision of the Acting Director dismissing the petition without holding a hearing. The Village's case

was based upon mere suspicion of misrepresentation, and such suspicion is not a sufficient basis for holding a hearing.[1/]

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

DATED: September 14, 1983
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

1/See State of New York (PEF), 10 PERB ¶3108 (1977).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2E-9/14/83

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,

Respondent,

CASE NOS. U-5155, U-5362, U-5459 & U-5654

-and-

FRED GREENBERG,

Charging Party.

BOARD DECISION ON MOTION

On July 28, 1983 we dismissed all of the charges in these cases made by Fred Greenberg against the Board of Education of the City School District of the City of New York on the ground that Mr. Greenberg's conduct throughout these proceedings evidenced contempt for and abuse of this Board's processes. The matter comes to us once again on Greenberg's motion for reconsideration. The material supporting that motion contains no new evidence and shows no other basis for reconsideration.

ACCORDINGLY, WE ORDER that the motion herein be, and it hereby is, denied.

DATED: September 13, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY OF NEWBURGH,

#2F-9/14/83

Respondent,

-and-

CASE NO. U-6669

LOCAL 589, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

Charging Party.

WILLIAM M. KAVANAUGH, ESQ., for Respondent

CRAIN & RONES, P.C. (JOSEPH P. RONES, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Local 589, International Association of Fire Fighters (Local 589) to a hearing officer's decision dismissing its charge that the City of Newburgh (City) violated paragraphs (a), (c), (d) and (e) of §209-a.1 of the Taylor Law in that it used John Bierling, a unit employee, as a member of its negotiating team.

On January 1, 1983, the City promoted Bierling from the unit position of captain to a newly created assistant fire chief position, which position was also in the negotiating unit. Among his new duties, Bierling was directed to compile statistical data from nonconfidential sources regarding the fire department's manpower needs.

The data was for use at a negotiation session held on February 22, 1983 concerning the impact of a prior manpower reduction. The City brought Bierling to that negotiation session so that he might defend the statistical data he had compiled should such a defense prove necessary. Local 589 objected to his presence and Bierling was then directed to leave by the City manager.

There is no evidence that Bierling's responsibilities in connection with the negotiations extended beyond the research assignment, or that the assignment was intended to utilize confidential union information that he might have possessed. Indeed, there is no showing that he possessed any confidential union information.

The hearing officer dismissed the (a) allegation because the record contained no evidence that Bierling's new position was created in an attempt to interfere with the statutory rights of any employee. He dismissed the (c) allegation for lack of evidence that the assignment constituted discrimination for the purpose of encouraging or discouraging his participation in the activities of Local 589. Finding that there was no evidence that the City's assignment of Bierling violated any term of the parties' expired agreement, he dismissed the (e) allegation.

Dealing with the (d) allegation that, by bringing Bierling to the negotiating session, the City violated its

duty to negotiate in good faith, the hearing officer noted that, ordinarily, each party may use whomsoever it chooses to represent it in negotiations. While he indicated that there are exceptions to this general rule, he found none applicable here. He determined, moreover, that Bierling's assignment was a technical one and did not include actual negotiating on behalf of the City; that it was reasonably related to his position as assistant fire chief; that it was not improperly motivated; and that it did not require Bierling to betray any confidences he may have had as a Local 589 unit member.

Having reviewed the record and considered the exceptions of Local 589, we affirm the decision of the hearing officer.

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

DATED: September 14, 1983
Albany, New York

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

BUFFALO URBAN RENEWAL AGENCY, #3A-9/14/83

Employer,

-and- CASE NO. C-2610

CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000, AFSCME,

Petitioner,

-and-

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, Local 1000, AFSCME has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All employees in the titles set forth on the list attached.

Excluded: Agency Clerk, Senior Typist.

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

DATED: September 14, 1983
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

Administrative Stenographer
Neighborhood Commercial Revitalization Manager
Superintendent of Maintenance
Building Inspector
Coordinating Specialist
Economic Planner
Building Inspector
Contract Specification Clerk
Relocation Specialist
Designer
Field Coordinator
NCR Assistant Manager
Typist
Economic Planner
Agency Legal Counsel
Neighborhood Revitalization Manager
Fair Housing Officer
Manager of Urban Design
Contract Specifications Clerk
Typist
Building Inspector
Bui ng Inspector
Ass't NR Manager
Ass't NR Manager
Coordinator of Construction
Coordinator of Planning Analysis
Building Inspector
Economic Analyst
Building Inspector
Building Inspector
Loan Officer
E.E.O. Systems Manager

Typist
Administrative Assistant
Supervisor of Building Construction
Land Disposition Officer
Design Assistant
Ass't NR Manager
Fiscal Cost Analyst
Contract Management Coordinator
Building Inspector
Building Inspector
Landscape Architect
Administrative Assistant

Assistant Project Manager
Building Inspector
Special Projects Coordinator
Ass't NR Manager
Parks Coordinator
Fiscal Aide/Project Administrator
Program Planner/Management
Rehab Housing Specialist
Building Inspector
Ass't NR Manager
Administrative Assistant
Coordinator of Long Range Planning
Demolition Collection Assistant
Building Inspector
Data and Information Coordinator
Housing Assistance Planner
Typist
Typist
Creative Services Coordinator
Typist
Building Inspector
Fiscal Management Assistant
Coordinator of Policy Planning
Account Clerk-Typist
Typist
Equipment Operator
Administrative Assistant
Legal Assistant
Typist/Computer Operator
General Planner
Accountant Audit Manager

Human Services Contract Specialist
Special Projects Aide
Steno/Receptionist
Supervisor of Building Construction
Sr. Account Clerk Typist
Building Inspector
Development/Disposition Assistant
Field Office Clerk
Building Inspector
NCR Assistant Manager
Building Inspector
Senior Accountant
NCR Ass't Manager
Land Development Officer

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF IRONDEQUOIT,

#3B-9/14/83

Employer,

-and-

CASE NO. C-2633

JEFFREY PHILIP NUNES, et al.

Petitioner,

-and-

TOWN OF IRONDEQUOIT, WHITE COLLAR UNIT, LOCAL 828, CIVIL SERVICE EMPLOYEES ASSOCIATION,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding[1/] 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 Town of Irondequoit, White Collar Unit, Local 828, Civil Service Employees Association 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.

1/ The proceeding was instituted by a petition seeking decertification of the intervenor as negotiating agent.

Unit: Included: All full-time white collar employees including the following: Clerk Typist, Clerk III, Recreation Supervisor, Senior Nutrition Aide, Booking Clerk, Public Safety Dispatcher, Youth Referral Counselor, Assistant Animal Control Officer, Assistant Building Inspector, Clerk II, Clerk IV, Plumbing Inspector, Assistant Building Inspector, Custodian, Laborer-Custodian, Evidence Technician, Real Property Appraiser Trainee, Neighborhood Program Aide.

Excluded: Clerk to Town Justice, Secretary to Chief of Police, Secretary to Commissioner of Public Works, Secretary to Town Clerk, Secretary to Animal Control Office, employees working twenty hours or less a week and all other employees, and all seasonal employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Town of Irondequoit, White Collar Unit, Local 828, Civil Service Employees Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: September 14, 1983
Albany, New York

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

TOWN OF ONONDAGA,

#3C-9/14/83

Employer,

-and-

CASE NO. C-2640

TEAMSTERS, LOCAL 317,

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 Teamsters, Local 317 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: Motor Equipment Operator, Heavy Equipment Operator, Automotive Mechanic, Laborer, Working Crew Leader (Foreman).

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Excluded: All other employees, including summer seasonals.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Teamsters, Local 317 and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: September 14, 1983
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF SWEDEN,

Employer,

-and-

CASE NO. C-2617

KEITH BEADLE, et al.,

Petitioner,

-and-

SEIU, LOCAL 200, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding[1/] 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 SEIU, Local 200, 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.

1/ The proceeding was instituted by a petition seeking decertification of the intervenor as negotiating agent.

Unit: Included: All full-time working foremen, automotive mechanics, motor equipment operators, truck drivers and laborers.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with SEIU, Local 200, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: September 14, 1983
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

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