STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-3/20/84

In the Matter of

HAMILTON COUNTY,

Employer,

-and-

CASE NO. C-2677

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

Petitioner.

BOARD DECISION AND ORDER

On October 12, 1984, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (petitioner) filed, in accordance with the Rules of Procedure of the New York State Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees of Hamilton County.

The parties executed a consent agreement wherein they stipulated that the negotiating unit would be as follows:

Included: All employees of Hamilton County who work more than 15 hours per week.

Excluded: Clerk of the Board of Supervisors, District Attorney, County Treasurer, County Clerk, County Attorney, Sheriff, Under Sheriff, Director of Patient Services, Commissioner of Social Services, Superintendent of Highways, Probation Officer, Safety Inspector, Civil Defense Official, Republican and Democratic Commissioners of Elections and seasonal employees.

Pursuant to the consent agreement and in order for the petitioner to demonstrate its majority status, a secret ballot election was held on March 6, 1984. The results of the election indicate that a majority of the eligible voters in the stipulated unit do not desire to be represented by the petitioner.[1/]

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

DATED: March 20, 1984
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

1/ Of the 62 ballots cast, 7 were challenged, 17 were for and 38 against representation by the petitioner. The challenged ballots were not sufficient in number to affect the results of the election.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF LEWISTON,

Employer,

-and-

LEWISTON TOWN EMPLOYEES ASSOCIATION, COALITION OF INDEPENDENT LOCALS,

Petitioner.

#2B-3/20/84

CASE NO. C-2650

BOARD DECISION AND ORDER

On July 12, 1983, the Lewiston Town Employees Association, Coalition of Independent Locals (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition, seeking, as clarified, certification as the exclusive representative of certain, full-time, blue-collar employees of the Town of Lewiston (employer).

Thereafter, the Director of Public Employment Practices and Representation determined[1/] the following negotiating unit to be most appropriate:

Included: All full-time laborers, motor equipment operators, auto mechanics, sewage treatment plant operators and operator trainees, sewer maintenance workers, water and sewer workers and lab helpers.

Excluded: All other employees.

1/ Town of Lewiston, 16 PERB ¶4087 (1983).

Thereafter, a secret-ballot election was held pursuant to the Director's order, at which 9 ballots were cast in favor of representation by the petitioner and 20 ballots cast against represenation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast valid ballots do not desire to be represented for the purpose of collective bargaining by the petitioner, IT IS ORDERED that the petition should be, and hereby is, dismissed.

DATED: March 20, 1984
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

UNITED UNIVERSITY PROFESSIONS,

Respondent,

-and-

THOMAS C. BARRY,

Charging Party.

#2C-3/20/84

CASE NO. U-7008

BERNARD F. ASHE, ESQ. (IVOR R. MOSKOWITZ, ESQ., of Counsel), for Respondent.

DR. THOMAS C. BARRY, pro se.

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the United University Professions (UUP) to a hearing officer's decision which found that it interfered with the rights of the charging party in violation of Section 209-a.2(a) of the Public Employees' Fair Employment Act (Act).

FACTS

Section 208.3 of the Act requires employee organizations that receive agency shop fees to establish and maintain a refund procedure. UUP has established a refund procedure, approved by us,[1/] which has as its final step an appeal by agency shop fee payers to a neutral selected by UUP from a

1/ UUP (Eson), 11 PERB ¶3074 (1978).

panel provided to it by the American Arbitration Association (AAA).

In prior proceedings involving the charging party and another agency shop fee payer, Charles R. Iden, we held that agency shop fee payers were not coerced in their right to seek a refund by the neutral's selection of a hearing site that required them to travel a great distance to attend the hearing.[2/] It does not appear from the record of that case that UUP requested any particular site.

In the instant case, when UUP requested the AAA to appoint a neutral, it also requested that the hearing be held in Albany. In fact, UUP volunteered a meeting room. Thereafter, the charging party, Barry, demanded from UUP that the hearing be held in Buffalo. The demand was forwarded by UUP to the AAA. The AAA scheduled a hearing in Albany, but not at the site volunteered by UUP. A hearing was held in Albany, and the neutral thereafter issued his decision as to the appropriateness of the amount of the refund. In that decision, the neutral stated that he had no authority to set the place of the hearing, that authority being in the exclusive control of UUP.

The hearing officer in the instant case found that the site selection process coerced Barry in the exercise of his right to seek a refund and, therefore, UUP violated

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2/ UUP (Barry), 14 PERB ¶3099 (1981), and UUP (Iden), 14 PERB ¶3100 (1981).

Section 209-a.2(a) of the Act. The hearing officer based his conclusion on UUP's above mentioned participation in the selection process and the fact that the site was selected by the AAA and not the neutral. The hearing officer thus distinguished the prior cases, in which the site was selected solely by the neutral. The hearing officer reasoned that under the applicable AAA rules, had UUP not requested that the hearing be held in Albany, thereby leaving only Barry's request that it be held in Buffalo, the AAA would have scheduled the hearing in Buffalo. He concluded that because the site of the hearing was not selected by the neutral, but by AAA with UUP's prior approval, the site, in effect, was selected by UUP. Since the site selection required Barry to travel from Buffalo to Albany to attend the hearing, the hearing officer concluded that UUP interfered with Barry's right to seek a refund.

DISCUSSION

We reverse the hearing officer and dismiss the charge.

In holding in UUP (Barry) and UUP (Iden), supra, that the selection of the site by the neutral did not violate the Act, we did not mean to imply that the selection by AAA upon request of UUP would violate the Act. The hearing officer's reliance on our holding in those cases is, therefore, misplaced.

As noted above, Section 208.3 of the Act requires that UUP "establish and maintain" a refund procedure. UUP has established a refund procedure which we have approved.

What must be decided here is whether the selection of a site which may not have been immediately accessible to Barry, constituted a failure to maintain the procedure. We are of the view that so long as the site selected under that procedure is reasonably accessible to the affected class of employees, there is no failure to maintain the procedure. It appears from the record that the site selected was reasonably accessible to the affected class.

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

DATED: March 20, 1984
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 #2D-3/20/84

NEW YORK ADMINISTRATIVE EMPLOYEES' UNION, LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,

Respondent,

-and- CASE NO. U-7066

ROBERT LOUIS GREEN,

Charging Party.

ROBERT L. GREEN, pro se

BOARD DECISION AND ORDER

On November 29, 1983, the Director of Public Employment Practices and Representation (Director) issued a decision dismissing Robert L. Green's improper practice charge because it failed to set forth any facts which might establish a violation of the Public Employees' Fair Employment Act (Act).

The charging party wrote to the Director on December 4, 1983, stating only that the decision was not valid because no hearing was held and that he expected a hearing.

Our Deputy Chairman responded to the letter, informing Mr. Green that the Director was without authority to reconsider his decision. He told Mr. Green that he would treat his letter as exceptions filed with the Board pursuant to Rule 204.10 of the Board's Rules of Procedure. A copy of

the rule was sent to Mr. Green, and he was advised that he could submit a memorandum setting forth the reasons why he believed the Director erred in dismissing his charge. He was told that the memorandum would be deemed timely if mailed by December 21, 1983. Mr. Green has not submitted a memorandum.

DISCUSSION

Having reviewed the Director's decision, we affirm it. The decision appears to be correct on its face, and the charging party, although being afforded an opportunity to do so, has offered nothing to show that it is not.

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

DATED: March 20, 1984
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

#2E-3/20/84

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

Employer,

-and-

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CASE NO. C-2190

Petitioner,

ORGANIZATION OF STAFF ANALYSTS, TEAMSTERS LOCAL 237,

Intervenor.

In the Matter of

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

Upon the Application for Designation of Persons as Managerial or Confidential, CASE NO. E-0716

-and-

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO; ORGANIZATION OF STAFF ANALYSTS, TEAMSTERS LOCAL 237; and SOCIAL SERVICE EMPLOYEES UNION, LOCAL 371,

Intervenors.

BOARD DECISION ON MOTION

This matter comes to us on a motion made by the Board of Education of the City School District of the City of New York (District), pursuant to §201.9(c)(3) of our Rules of Procedure, for permission to appeal an interlocutory ruling of the Assistant Director of Public Employment Practices and

Representation (Assistant Director). The Assistant Director had granted a motion of the Organization of Staff Analysts (OSA) to participate in the two proceedings herein as the successor of the Organization of Staff Analysts, Teamsters Local 237 (OSA-IBT).

OSA-IBT had been granted permission to intervene in the two proceedings. Thereafter, the members of OSA had voted to disaffiliate from Teamsters, Local 237 (IBT). IBT did not oppose OSA's motion. Neither it nor any of the other employee organizations that are parties to either of the proceedings herein has taken a position with respect to the motion before us.

A motion to the Board for permission to appeal an interlocutory ruling of the Assistant Director will be granted only under unusual circumstances. The District argues that it would be irreparably harmed by the denial of its motion "because any further action by the Board in regard to the Exceptions to the decision of the Acting Director will be of no practical effect since the issue will be moot."

We are not persuaded by this argument. Future consideration of the issue here would not be academic if OSA should be successful in the representation proceeding. This Board can address the question whether OSA is a proper party before granting any certification. Similarly, the District has neither asserted nor shown prejudice by reason of the Assistant Director's decision permitting OSA to participate in the managerial/confidential proceeding. Nor has it asserted or shown any other basis for its position.

Accordingly, as no unusual circumstances have been shown to exist in the instant proceeding, WE ORDER that the motion herein be, and it hereby is, denied.

DATED: March 20, 1984
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

#2F-3/20/84

COUNTY OF SARATOGA and SARATOGA COUNTY SHERIFF,

Respondents,

-and-

CASE NO. U-7166

LOCAL 846, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Charging Party.

In the Matter of

LOCAL 846, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Respondent,

-and-

CASE NO. U-7191

COUNTY OF SARATOGA and SARATOGA COUNTY SHERIFF,

Charging Parties.

THEALAN ASSOCIATES, INC. (by Joseph T. Kelly), for County of Saratoga and Saratoga County Sheriff

ROEMER & FEATHERSTONHAUGH, P.C. (Richard L. Burstein, ESQ., of Counsel), for Local 846, Civil Service Employees Association, Inc.

BOARD DECISION AND ORDER

The two cases herein, which were consolidated for consideration by the Administrative Law Judge (ALJ), relate to negotiations between the County of Saratoga and the Saratoga

County Sheriff (Joint Employer) and Local 846 of the Civil Service Employees Association, Inc. (CSEA) on November 10, 1983. The Joint Employer insisted that the negotiations be open to the press and other members of the public, and CSEA refused to participate in the negotiations under that condition. The parties then filed charges against each other, CSEA alleging that the Joint Employer violated §209-a.1(d) of the Taylor Law by insisting upon open negotiations and the Joint Employer alleging that CSEA violated §209-a.2(b) of the Taylor Law by walking out of negotiations. The Joint Employer defended its conduct on the ground that it was authorized by the New York State Open Meetings Law.[1/] The ALJ rejected this defense and found the Joint Employer in violation of §209-a.1(d) of the Taylor Law (U-7166). CSEA defended its conduct on the ground that it was not required to participate in public negotiations against its will. The ALJ found merit in this defense and dismissed the Joint Employer's charge (U-7191). The matter now comes to us on the exceptions of the Joint Employer to both parts of the ALJ's decision.

We have dealt with the question of whether the Open Meetings Law is applicable to collective negotiations under the Taylor Law in Town of Shelter Island, 12 PERB ¶3112

1/Public Officers Law, Article 7.

(1979), and held that it was not, saying "[c]ollective negotiations sessions between a public body and an employee organization are by their nature not meetings within the contemplation of that law" (at 3202). The Joint Employer argues that Shelter Island was erroneously decided. In support of its position it has transmitted an advisory opinion of Robert J. Freeman, the Executive Director of the Department of State's Committee on Open Government.[2/]

Mr. Freeman asserts that a public employer's negotiating team is a "public body" within the meaning of the Open Meetings Law. Without addressing the question, he then appears to assume that collective negotiation sessions constitute "meetings" of the team and states that these must be open unless the team votes to hold them in executive session pursuant to the procedures specified in Public

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2/Mr. Freeman's advisory opinion was issued at the request of the Joint Employer after the decision of the ALJ herein. CSEA argues that the opinion should be disregarded on the ground that it is in the nature of expert testimony and therefore constitutes new evidence which cannot be submitted after the close of the record. We disagree. Mr. Freeman was acting in his official capacity when he issued his opinion rather than as an expert witness in a proceeding before this Board. We therefore consider his advisory opinion as a relevant but not binding interpretation of the Open Meetings Law. See Public Officers Law §104 and Matter of John P. v. Whalen, 54 NY 2d 89, 95-96 (1981).

Officers Law §100.[3/]

In Shelter Island we found this analysis to be inconsistent with the Taylor Law, and we do so once again. Collective negotiation sessions are not meetings of a public employer's negotiating team. They are meetings at which the public employer's negotiating team and the negotiating team of the public employee organization meet as equals.[4/] Neither

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[3/]The Open Meetings Law is directed to a public body which, by stated definition, means more than one person, or to a committee or subcommittee of such a public body. Public Officers Law §97.2. In his opinion, Mr. Freeman points to Syracuse United Neighbors v. City of Syracuse, 80 AD2d 984, app. dism., 55 NY2d 995 (1982), and MFY Legal Services, Inc. v. Toia, 93 Misc.2d 147 (1977), for the proposition that the deliberations of an advisory body designated by an agency's chief executive officer are subject to the Open Meetings Law. These cases may be distinguished, however, because the advisory committees dealt with in the cases cited by Mr. Freeman were themselves charged with the conduct of public business, the chief executive officer being no more than an appointing authority or the committee's nominal head. By contrast, in the Taylor Law scheme it is the chief executive officer who is statutorily charged with conducting negotiations on behalf of the employer. Section 201.10 of the Taylor Law; City of Kingston v. PERB, not officially reported, 16 PERB ¶7002 (Sup. Ct., Albany Co., 1983). To the extent that the legislative body involves itself in collective negotiations, its actions are not authorized by, and may be in violation of, the Taylor Law. City of Poughkeepsie v. Newman, 94 AD2d 101, 105, 16 PERB ¶7021 (3d Dept., 1983). The chief executive officer is an individual and therefore is not covered by the Open Meetings Law. The cases cited by Mr. Freeman do not answer the question whether a committee that is not otherwise charged with conducting public business nevertheless becomes a public body when it performs a service which an entity other than a public body is obliged to perform.

[4/]Section 204.3 of the Taylor Law provides that collective negotiations is a "mutual obligation of the public employer and a recognized or certified employee organization to meet at reasonable times and confer in good faith . . . ." (emphasis supplied)

party can impose ground rules upon the other.[5/] Neither party can decide unilaterally when and how frequently negotiations should take place, how long they should last, what the agenda of the session should be or what should be decided.[6/] While each party can decide who may attend as a member of its own team, it may not exercise any control over the attendees of the other side.[7/]

The Taylor Law has its own provisions for making information regarding negotiations public and for public input into the dispute resolution process. These are intended to maximize the successful achievement of the fundamental Taylor Law policy of achieving collective bargaining agreements in the public sector without strikes by public employees. The Select Joint Legislative Committee on Public Employee Relations noted the incompatibility of collective negotiations and open meetings in its 1969 report saying:

> The question arises: how far should individual citizens be permitted to particpate in the actual operations of governmental enterprises? If our conclusion is that citizen participation should be

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5/Board of Education, CSD No. 1, 6 PERB ¶3049 (1973), affg. 6 PERB ¶4526; Nassau and Suffolk Counties, 12 PERB ¶3090 (1979).

6/Town of Haverstraw, 9 PERB ¶3063 (1976), decision withdrawn on procedural grounds only, 9 PERB ¶3082; Addison CSD, 13 PERB ¶3060 (1980), affg. 13 PERB ¶4515.

7/Nassau and Suffolk Counties, 12 PERB ¶3090 (1979); City of Newburgh, 16 PERB ¶3081 (1983). If the public employer were permitted to dictate that collective negotiation sessions be open, members of the employee organization could attend against the wishes of that organization. Although not so charged, this might constitute interference with the administration of the employee organization and a violation of §209-a.1(b) of the Taylor Law.

> minimal, then collective negotiations do not seriously interfere with the representative process. If, on the other hand, we conclude that citizen influence should be more direct, that the "public will" should somehow be manifest in the day-to-day operations of the enterprise (i.e., as conceived by some of the proponents of school decentralization in New York City), then collective negotiations may be a serious obstacle to representative government. It is the essential purpose of collective negotiations that the employer be prevailed upon to change his mind. The influence of the employee organization must be such that the employer is no longer guided in his decision-making solely by his own dictates or by whatever instructions he may receive from the community. He must also be guided by the collective will and intelligence of his employees. Thus, another variety of representative government enters into the picture: the concept of democracy at the work place. (emphasis supplied) State of New York Legislative Document (1969) - Number 14, p. 30.

The Taylor Law therefore contemplates negotiations between the parties without any public involvement for a number of reasons, such as to avoid posturing by the negotiators for the respective parties, to facilitate an atmosphere conducive to a free exchange of ideas and the "give-and-take" which marks good faith negotiations, and to preserve the representative integrity of the employee organization. In the event that no agreement is reached in such negotiations, this Board must assign mediators and fact finders. The legislatively intended confidentiality of negotiations at this stage is reflected in the provision of §205.4(b) of the Taylor Law which precludes mediators and fact finders from testifying with respect to "any information relating to the resolution of a particular dispute in the course of collective negotiations acquired in the course of his

official activities under this article . . . ." If these proceedings still do not yield an agreement, then, pursuant to §209.3(c), the report and recommendations of the fact finder are to be made public. It is at this stage, and not before, that the Taylor Law contemplates that public opinion should exercise an influence upon the conduct of the negotiators. Subsequently, should the fact-finding report still fail to bring about an agreement, "the legislative body or a duly authorized committee thereof shall forthwith conduct a public hearing at which the parties shall be required to explain their positions with respect to the report of the fact-finding board."[8/] Thus, the Legislature has provided a delicate system of dispute resolution which calls for public involvement at particular times deemed to be useful and appropriate.[9/] This scheme was not amended in

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[8/]CSL §209.3(e).

[9/]On January 3, 1972, Governor Rockefeller directed this Board to investigate and make a report on a related problem. Should legislation be enacted which would require that the terms of a proposed agreement be made public at any time before the agreement was concluded by the chief executive officer of the public employer and the union? His charge to this Board reflected the concern raised by this case. He wrote:

> The public has a right to know the full details of agreements reached with public employee groups. More often than not, these agreements involve large sums of public funds. At the same time every effort should be made to avoid interference with the collective negotiating process.

We believe that the Taylor Law design has maintained this balance.

conjunction with the passage of the Open Meetings Law and there is no evidence that the Legislature intended a drastic alteration of the carefully drawn procedure it had previously laid out.

Finally, our decision herein is buttressed by similar conclusions drawn by public labor relations agencies and/or courts in other states. For reasons much akin to those we have outlined above, virtually every such jurisdiction which has confronted this matter has held that, even absent a specific statutory exclusion, collective negotiations are not covered by its respective state's "open meetings", "right to know" or "sunshine" laws.[10/] We further note that those

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10/Connecticut: Town of New Canaan, Case No. MP 1691, City of New London, Case No. MP 3480, and Town of Stratford, 461 GERR B-1, Case Nos. MPP-2222 et al. (Conn. St. Bd. of Lab. Rels.); Indiana: Eastbrook Comm. Schools, 2 IPER 59, Indianapolis School Bd., 6 IPER §12011, Lake Central School Corp., 6 IPER 12032 (Indiana Ed. Emp. Rel. Bd.); Maine: Quamphegan Teachers Assn., 505 GERR A-11 (Maine Pub. Emp. Lab. Rel. Bd.); Massachusetts: Zoll and City of Salem, 485 GERR B-5 (Mass. Lab. Rel. Comm., Case No. MUP-309) and N. Andover School Dist., 4 MPER 22-12180 (MLRC Hearing Officer, Case MUP-4301); Nevada: Washoe County Teachers Assn. and Washoe County School Dist., 664 GERR B-4 (Employee-Management Rel. Bd., Case No. Al-045295); New Hampshire: Talbot v. Concord Union School Dist., 1 PBC ¶10344 (Sup. Ct., 1974); New Jersey: Brielle Bd. of Ed., 3 NJPER 310 (NJ Pub. Emp. Rel. Comm., 1977); Pennsylvania: Brownsville Ed. Assn. v. Brownsville Area School Dist., 1 PBC ¶10151 (Ct. of Com. Pls, 1975) and Bethlehem Area School Dist., 3 PPER 102 (Pa. Lab. Rel. Bd., 1973). See also, Florida: Bassett v. Braddock, 262 So.2d 425 (Sup. Ct. 1972) (prior to passage of specific sunshine bargaining statute). Cf., Maryland: Carroll Co. Ed. Assn. v. Carroll Co. Bd. of Ed., 448 A.2d 345 (Md. Ct. of App., 1982).

few states which do have open or public view bargaining have established that practice, nearly without exception, through a specific provision therefor in either their open meetings law or labor relations statute.[11/]

For the reasons stated herein, we affirm the decision of the ALJ finding the Joint Employer in violation of §209-a.1(d) of the Taylor Law and dismissing the charge in Case U-7191.

NOW, THEREFORE, WE ORDER the Joint Employer to:

1. Cease and desist from refusing to negotiate in good faith with the CSEA by preconditioning negotiations on the presence of the press and other members of the public without the consent of CSEA, and
2. Post the attached notice in all locations normally used to communicate information to unit employees.

11/These states include Florida, Iowa (initial bargaining session only), Kansas, Minnesota (unless mediation director decides otherwise), Tennessee and Texas.

WE FURTHER ORDER that the Joint Employer's charge in Case U-7191 be, and it hereby is, dismissed.

DATED: March 20, 1984
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 all employees in the unit represented by Local 846, Civil Service Employees Association, Inc., that the County of Saratoga and the Saratoga County Sheriff will not refuse to negotiate in good faith with CSEA by preconditioning negotiations on the presence of the press and other members of the public without the consent of CSEA.

County of Saratoga and
Saratoga County Sheriff

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.

8965

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3A-3/20/84

NIAGARA FRONTIER TRANSPORTATION AUTHORITY,

Employer,

-and-

CASE NO. C-2735

NIAGARA FRONTIER TRANSPORTATION AUTHORITY PUBLIC SAFETY OFFICERS' BENEVOLENT ASSOCIATION,

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 Niagara Frontier Transportation Authority Public Safety Officers' Benevolent 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.

Unit:	Included:	All NFTA Public Safety Officers, Airport Division.
	Excluded:	Public Safety Officer/Platoon Leader (Lieutenant) and Fire and Public Safety Coordinator (Chief).

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Niagara Frontier Transportation Authority Public Safety Officers' Benevolent 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: March 20, 1984
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

#3B-3/20/84

VILLAGE OF HAMILTON

Employer,

-and-

CASE NO. C-2670

LOCAL 200, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC,

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 Local 200, Service Employees International Union, AFL-CIO, CLC 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.

Municipal Utility Commission Unit

Unit:	Included:	Water Plant Operator B, Utilities Trainee, Groundman, Line Working Foreman, Lineman
	Excluded:	All other employees

Department of Public Works Unit

Included: Motor Equipment Operator, Working Foreman

Excluded: All other employees

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 200, Service Employees International Union, AFL-CIO, CLC 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: March 20, 1984
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

#3C-3/20/84

CITY OF LOCKPORT,

Employer,

-and-

CASE NO. C-2736

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

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

Unit:

Included: All full-time and regular part-time employees in the following titles: Rehabilitation Specialist, Civil Service Administrator, Billing Machine Operator, Principal Account Clerk, Chief Wastewater Plant Maintenance Man, Senior Clerk, Youth Coordinator, Assistant

Youth Bureau Director, Senior Stenographer, Chemist, Chief Wastewater Filter Process Operator, Chief Filter Plant Operator, Administrative Assistant, Stenographic Secretary, Assistant City Engineer, Senior Engineering Technician, Engineering Technician, Building Inspector II, Senior Account Clerk, Senior Typist, City Auditor, Account Clerk, Assistant City Assessor, Clerk, Building Inspector I, Cashier, Parking Permit Clerk, Deputy City Treasurer, Deputy City Clerk, Filter Plant Maintenance Supervisor, Park Maintenance Foreman, Labor Foreman, Water Distribution Maintenance Supervisor, Real Estate Administrator, and Parking Lot and Meter Maintainer.

Excluded: All other employees

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO 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: March 20, 1984
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member