2A-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, SUFFOLK COUNTY LOCAL 852, TOWN OF BROOKHAVEN BLUE COLLAR UNIT,

Charging Party,

-and-

CASE NO. U-13165

TOWN OF BROOKHAVEN,

Respondent.

NANCY E. HOFFMAN, GENERAL COUNSEL (JEROME LEFKOWITZ of counsel), for Charging Party

COOPER, SAPIR AND COHEN (DAVID M. COHEN of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Suffolk County Local 852, Town of Brookhaven Blue Collar Unit (CSEA) to a decision of an Administrative Law Judge (ALJ), pursuant to remand, dismissing its charge that the Town of Brookhaven (Town) had violated §209-a.1(c) and (d) of the Public Employees' Fair Employment Act (Act) by unilaterally subcontracting to a private carter work which had been exclusively performed by unit employees and by acting with improper motivation.

The ALJ had originally dismissed the charge,[1/] finding that the work performed by the private company, Star Recycling, Inc. (Star), was not substantially similar to the work performed by unit employees. We reversed and remanded[2/] the case to the ALJ on the §209-a.1(d) allegation,[3/] instructing the ALJ to determine if the unit work in issue had been exclusively performed by the unit employees and whether the Town had changed the level of service that it offered to its constituency or otherwise made a managerial decision in contracting with Star. On remand, the ALJ determined that the work in question had not been exclusively performed by unit employees and he dismissed the charge on that basis.

CSEA excepts on the basis that the ALJ erred in his definition of unit work and, therefore, erred in his dismissal of its charge. The Town concurs in the dismissal of the charge, but further argues, in cross-exceptions, that it made a managerial decision to change the level of service by contracting with Star.

For the reasons set forth below, we affirm the decision of the ALJ.

Since 1976, the Town has been operating landfills for the disposal of residential and commercial solid waste. It at one

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[1/]26 PERB ¶4538 (1993).

[2/]26 PERB ¶3066 (1993).

[3/]We affirmed the ALJ's dismissal of the §209-a.1(c) allegation.

time operated three sites: Manorville, where the public brought trash and garbage and dumped it into containers;[4/] Holtsville, where the trash from Manorville was brought by unit employees, compacted and buried; and Brookhaven, where the public and private haulers brought garbage and trash that was then compacted, hauled to another destination in the landfill, and buried. The compacting, transport of containers and hauling within Brookhaven has always been performed by employees in the CSEA unit.

By 1991, the Holtsville site had become strictly an ecological site, used by the Town's Highway department to dump leaves, twigs and debris. Manorville was no longer operational and was converted to a compost station and recycling drop-off facility. Brookhaven by then had become the Town's primary landfill. Also by 1991, the Town had entered into several different contracts with private carters to haul garbage and trash within the Town. Private companies are responsible for residential hauling, for some commercial hauling, and for the hauling of recyclable materials, including paper and metal. These private carters transport the trash and garbage from curbside or dumpsters to either Manorville, or other locations,

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[4/]These containers are known as permanent transfer stations (PTS).

if the material is recyclable,[5/] or to Brookhaven. Some of the private companies utilize roll-off containers (referred to by the parties as temporary transfer stations or TTS) to collect and transport the trash and garbage to Brookhaven. The Town has also contracted for the removal from the landfill of leachates (i.e., rain and snow that has passed through the landfill and become contaminated). In fact, at the hearing, CSEA defined the work performed exclusively by unit members as the transport of trash from the containers at the Brookhaven landfill to its final destination: burial within the Brookhaven landfill.

In January 1992, the Town entered into a multi-year contract with Star to load 200,000 tons of trash and garbage from the containers at the Brookhaven landfill[6/] into tractor trailers owned and operated by Star and to then transport the trash approximately forty miles to the Town of Hempstead's Recovery

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[5/]The Town contracts with a private carter, Jet, for the recycling of newspaper. Private carters bring the newspaper to the landfill; from the landfill, both Town employees and Jet employees bring it to its point of final destination at Jet. Likewise, the company responsible for scrap metal, Gershaw, picks up scrap metal from containers which it owns at Manorville and transports it to its point of final destination.

[6/]The Town still landfills approximately 100,000 tons of trash and garbage at Brookhaven, with the agreement of the State, based on its recycling program and its disposal of 200,000 tons of trash at the Hempstead facility. The work at Brookhaven relating to the handling and transport of the 100,000 tons of trash and garbage is still performed by CSEA unit employees.

Facility, where the trash is incinerated, generates electricity and is reduced to ash.[7/]

Star employs six drivers at Brookhaven, who make four trips a day to the Hempstead facility. The trip to Hempstead is approximately forty miles and follows a route prescribed by the parties' contract. Star utilizes seven tractors and fourteen trailers on site at Brookhaven. The trailers are significantly larger than the ones owned by the Town and none are older than three years. Star also maintains Department of Environmental Conservation, Department of Transportation and New York City Department of Sanitation permits and has environmental impact insurance. Emergency road maintenance and replacement of equipment is provided by Star.

The Town's fleet of trucks is considerably older than Star's and the Town does not presently have either the number or the type of tractors or trailers which Star utilizes. Also, the Town has a much smaller maintenance facility and does not have the equipment or employees presently to provide road maintenance on the level provided by Star.

The Town argues that CSEA has narrowed its definition of unit work throughout the proceeding to permit a discernible boundary to be drawn around the work performed by its unit

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[7/]The ash is transported back to Brookhaven, where it is disposed of at the landfill. Star does not haul the ash back to Brookhaven.

members so that exclusivity over that work can be maintained. As we noted, however, in Union-Endicott Central School District:[8/]

> We do not consider it material to the disposition of the charge whether or to what extent [charging party's] articulation of its discernible boundary theory changed during the processing of the charge or remained consistent throughout. The issue...before us is simply how the unit work should be defined for purposes of applying our principles governing the transfer of unit work. (footnote omitted)

In defining unit work for purposes of transfer cases, we must look at the job duties performed by unit members. In our earlier decision in this matter, we found

> the unit work to be simply the tasks associated with the transportation of garbage and trash. The tasks involved in the transportation of garbage and trash and the qualifications for the performance of those tasks have not been changed by virtue of the fact that garbage and trash is now taken outside the Town lines. (footnote omitted) There is no demonstrable relationship between the particular geographic location to which garbage and trash is taken and the employees' job duties which are associated with the tasks of hauling that material.[9/]

The ALJ, relying on the first sentence above, dismissed the charge on remand, finding that CSEA had not established exclusivity over the unit work consisting of the tasks associated with the transportation of garbage and trash. CSEA argues that the unit work is the transport of garbage and trash from both permanent and temporary transfer stations owned by the Town to the point of final destination. We find, based on the record before us, that CSEA's proposed description of unit work is

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[8/]26 PERB ¶3075, at 3145 (1993).

[9/]26 PERB ¶3066, at 3121 (1993).

unrelated to the required duties of unit employees. The unit employees, as we noted earlier, are responsible for the tasks associated with the transport of trash and garbage. The unit work cannot reasonably be defined as the handling of some trash and garbage from some containers for transport to some points of final destination but not others. To draw a boundary, as CSEA urges, around the ownership of the trash containers from which the trash and garbage is transported or the nature of the trash in order to define unit work is to ignore the duties performed by unit employees which are unrelated to the ownership of the trash container. Both unit employees and private employees transport trash and garbage from PTS and TTS throughout the Town to the landfill or to other locations, which serve as the point of final destination. Both unit and private employees load trash and garbage from containers at the landfill for transport to its point of final destination, be that at another location within the landfill or an off-site destination. CSEA seeks to distinguish the nature of the trash, arguing that recyclables should be excluded from the definition of the trash unit employees are responsible for handling. Yet the record shows that unit employees also assist in the loading and transport of recyclable materials. The ownership of the containers is not a sufficient basis upon which to define a discernible boundary which would set apart the work performed by unit employees from the work performed by private employees.[10/] Neither is the type

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[10/]See County of Nassau, 21 PERB ¶3038 (1988).

of trash or garbage sufficient to define the unit's work. Indeed, the material referred to as recyclable is more like the trash which is hauled to Hempstead for "recovery" than the trash which is buried at Brookhaven, for both are utilized for alternate purposes and are not simply disposed of at the point of final destination. In Union-Endicott, supra, the charging party urged us to define the work of a unit of school custodians as opening and closing the middle or high school buildings for weekend or holiday, school-sponsored student activities involving athletics or extra-curricular activities. We there found that unit work was the opening and closing of school buildings and declined to utilize only the circumstances in which nonunit individuals had not done that work even though such a narrow definition allowed the unit to maintain the necessary exclusivity over the work. We noted that "we have not recognized a discernible boundary when we have been unable to identify a reasonable relationship between the components of the discernible boundary and the duties of unit employees". (at 3145) Here, also, there is no reasonable relationship between the duties of transporting and handling trash and garbage and the boundaries CSEA urges us to utilize.[11/]

We, therefore, dismiss CSEA's exceptions and affirm the ALJ's decision. Because of our decision, we need not reach the cross-exceptions filed by the Town relating to the nature of the service it now offers to its constituents.

[11/]See City of Buffalo, 24 PERB ¶3043 (1991).

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

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

2B-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

DEER PARK ASSOCIATION OF CHAIRPERSONS/DIRECTORS,

Charging Party,

-and-

CASE NO. U-13990

DEER PARK UNION FREE SCHOOL DISTRICT,

Respondent.

BEVERLY R. HACKETT, ESQ., for Charging Party

COOPER, SAPIR & COHEN, P.C. (ROBERT E. SAPIR of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Deer Park Union Free School District (District) to a decision of an Administrative Law Judge (ALJ) finding that the District had violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) when it unilaterally combined the duties of the director of athletics with the duties of the director of physical education and health, positions represented by the Deer Park Association of Chairpersons/Directors (Association). The District excepts to the ALJ's decision, arguing that the ALJ erred in finding the charge to be timely, in finding the District's action to involve a mandatory subject of negotiations and in finding that the Association had not waived its right to negotiate the decision to

combine duties. The Association concurs with the ALJ's decision on timeliness and the merits.

From 1974 to 1991, the District had, at its discretion, staffed the positions of director of athletics and director of physical education and health either separately or as one position, with combined duties. The ALJ found that the District had determined to combine the duties of the director of athletics and the director of health and physical education in May 1991. It then assigned Warren Deutsch,[1/] at that time the director of athletics, to the new position of director of physical education, health and athletics. Bruce Jano, the director of physical education and health, was placed in a new assistant principal position at the Robert Frost Middle School and he was advised that it was for a period of one year. The assignments were effective September 1991. By memorandum dated June 25, 1991, Jano was advised by the District that "[i]n the event that the Directorship of Physical Education and Athletic Departments should open between this agreement and your retirement, you will be given the option of the right of first refusal, as per your request". The Association was made aware of the assignments by Deutsch and Jano shortly thereafter and it engaged the District in discussions about the possibility of additional compensation for Deutsch for the remainder of 1991, because of the alleged

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[1/]Deutsch was scheduled to retire at the end of the 1991-92 school year.

increase in his job duties occasioned by the combination of the titles.[2/]

On February 14, 1992, the Association filed an improper practice charge alleging that the District had unilaterally combined the positions without providing additional compensation for the added duties. That charge was later withdrawn on the basis of a stipulation that the parties would negotiate in good faith on the issue of additional compensation for the director of physical education, health and athletics.[3/]

Deutsch retired at the end of the 1991-92 school year, after advising the District in April 1992 of the criteria which should be used in selecting his successor to the position of director of physical education, health and athletics. On July 1, 1992, Jano assumed the position vacated by Deutsch.[4/] On October 29, 1992, the Association filed this charge, alleging that "effective July 1, 1992, the Director of Physical Education and Health was unilaterally assigned the responsibilities of the position of the Director of Athletics".[5/]

[2/]Deutsch carried out the discussions about extra compensation with the District with the approval and support of the Association.

[3/]The parties were still engaged in negotiations pursuant to the stipulation at the close of the hearing in this case.

[4/]Jano retired from the District in June 1993.

[5/]On November 24, 1992, an amendment to the charge was filed by the Association alleging that the new duties assigned to the director of physical education and health "do not fall within the perimeters of the duties of that position."

For the reasons set forth below, the ALJ's holding that the charge was timely filed is reversed.

It is undisputed that the decision to combine the two positions was made by the District in May 1991 and that the Association very shortly thereafter became aware of it. The new assignments were effective at the start of school in September 1991. A charge filed in October 1992 based upon a unilateral act which occurred in May 1991 or, at the latest, in September 1991, is, pursuant to our Rules of Procedure,[6/] clearly untimely. The Association argued to the ALJ that it believed that Deutsch's assignment, made in May 1991, was for the 1991-92 school year only. Bob Rocco, the Association's president, testified that he was advised by Deutsch and Jano in May 1991 that the assignment to the new directorship was a temporary one and that he had no way of knowing that the District intended the assignment to be for a longer duration.[7/] The ALJ found that the Association "could not be certain of the District's intentions until Jano was given the position of director of physical education, health and athletics in July of 1992."

[6/]Section 204.1(a) of the Rules of Procedure provides that a charge must be filed within four months of an alleged improper practice.

[7/]Rocco testified that it was his understanding that the combined position would exist for only one school year because the filling of the assistant principal position at the Robert Frost School was a temporary assignment. He indicated that this was based on his conversations with Deutsch and Jano, not with the District.

As we recently held in Great Neck Water Pollution Control District,[8/] an employee organization's belief that a change is not yet effective or is temporary is not by itself sufficient to make a charge timely. The inquiry must also be whether that belief is "reasonably attributable to statements and/or actions by the District." Here, the District confirmed in the June 25, 1991 memo to Jano, of which the Association was aware, that Jano was next in line for the position. Deutsch wrote to the District in April 1992 suggesting the qualifications for his replacement as director of physical education, health and athletics. The Association engaged in negotiations with the District for additional compensation for the position through the 1991-92 school year and was still involved in those negotiations on behalf of both Deutsch and Janos at the time of the hearing in this matter. There is no evidence in the record that the District, either by statement or by action directed to the Association, ever indicated that the combined position would only exist for a year. The District had advised Jano that his appointment as assistant principal was for only one year, as the filling of that position was experimental. That Deutsch or Jano may have concluded that the combination of their former duties under the position of director of physical education, health and athletics was also for only one year and conveyed that belief to the Association cannot be attributed to the District and does not

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[8/]27 PERB ¶3057 (September 30, 1994).

serve to make the charge, filed more than a year after the combining of the titles, timely.[9/]

We find that the charge is untimely and, therefore, the ALJ's decision must be reversed.[10/]

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

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

[9/]See Mahopac Cent. Sch. Dist., 25 PERB ¶3051 (1992), and County of Onondaga, 12 PERB ¶3035 (1979), conf'd, 77 A.D.2d 783, 13 PERB ¶7011 (3d Dep't 1980).

[10/]Because of our timeliness dismissal, we do not reach the District's other exceptions.

2C-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NEW ROCHELLE UNIFORMED FIRE FIGHTERS ASSOCIATION, LOCAL 273, IAFF,

Charging Party,

-and-

CASE NO. U-12905

CITY OF NEW ROCHELLE,

Respondent.

THOMAS F. DE SOYE, ESQ., for Charging Party

VINCENT TOOMEY, ESQ., for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the New Rochelle Uniformed Fire Fighters Association, Local 273, IAFF (Local) to a decision by the Assistant Director of Public Employment Practices and Representation (Assistant Director). After a hearing, the Assistant Director dismissed the Local's charge against the City of New Rochelle (City) which alleges, as amended, that the City violated §209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) when it declined to promote fire fighter Ernest J. Horney, Jr., to the rank of fire lieutenant in September 1991 because of his activities as president of the Local. Although finding that the City knew Horney had engaged in several activities protected by the Act, the Assistant Director concluded that the Local had not proven that Horney would have been promoted had he not engaged in those

statutorily protected activities. The Assistant Director premised his conclusion that the Local had not established the necessary "but for" causation on credibility resolutions, from which he held that the City's decision was based upon its determination that Horney was not qualified as of September 1991 for a lieutenant's position.

The Local's exceptions are based upon an argument that a lack of qualifications was not raised in defense by the City in its answer or during its opening remarks at the hearing. Moreover, it asserts that the City's denial in its answer that Fire Commissioner Raymond F. Kiernan had knowledge of Horney's protected activities, later established to be untrue, renders Kiernan's testimony regarding motive not credible. Claiming that the burden of proof had shifted to the City to establish a nondiscriminatory motive for its decision to deny Horney the promotion, and that the City failed to do so, the Local argues that the charge should be sustained in all respects. The City argues in response that the Assistant Director's decision should be affirmed because the Local did not establish improper motivation and, even assuming any burden of proof shifted to it, it showed that it was properly motivated in denying Horney the promotion to lieutenant.

Having reviewed the record and considered the parties' positions as argued in their briefs and at oral argument, we affirm the Assistant Director's decision.

The Assistant Director held that Horney was not promoted in September 1991 because Kiernan was persuaded by opinions expressed to him by Deputy Chiefs William Stone and Eamon McCaffrey that Horney was not then qualified to be a lieutenant. The Local argues, however, that this "decisive factor" was not raised in the City's answer or articulated by it in its opening statement at the hearing. From this, and alleged inconsistencies in Kiernan's and Stone's testimony, the Local would have us conclude that the business motivation ascribed to the City by the Assistant Director cannot be true.

The City's answers to the charge as filed and amended consist of admissions and denials of each paragraph in the charge. The net effect of its answers in relevant respect is to deny the Local's allegations that it refused to promote Horney because of his exercise of rights protected by the Act. The City did not set forth the reasons why it did not promote Horney in September 1991, but nothing in our Rules of Procedure requires that type of pleading.[1/] Therefore, we may not draw any adverse inferences or heighten our scrutiny of the record or the Assistant Director's credibility resolutions solely on the basis

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[1/]We have had from clientele, however, proposals to amend the Rules to require a respondent to affirmatively plead the nondiscriminatory reasons for the actions which are the subject of an improper practice charge. We have not adopted this pleading requirement out of a concern that it might compromise settlement efforts and distort the respective burdens of proof. It is also our opinion that a charging party's opportunity to move for particularization of the answer affords adequate protection against surprise and ensures that any required hearing proceeds efficiently.

of the City's failure to plead legitimate motives for its actions in its answers.

The City's opening statement at the hearing is also not inconsistent with the City's articulation of its motive during the hearing or the Assistant Director's findings in that regard. The City attorney's opening statement was, as is expected, a short, general summary of the City's position. It included, among other reasons for the City's declination to promote Horney, his failure to demonstrate leadership. That general statement is consistent with the subsequent proof. The City's failure or unwillingness to prove other of the reasons identified in its opening statement cannot affect the Assistant Director's assessment of the credibility of the individual witnesses who testified at the hearing.

The City's answer is inconsistent with the subsequent proof in one respect. The City denied that Kiernan had notice or knowledge that Horney had filed any of several safety complaints with the State Department of Labor. The Assistant Director found, however, that Kiernan knew that Horney had filed one of the safety complaints and suspected that he had filed one or more of the others. Although Kiernan's established suspicions are, as the Assistant Director noted, not inconsistent with the City's answer, Kiernan's proven knowledge of the one safety complaint is. This inconsistency is a factor which can be considered in assessing credibility. As we read the Assistant Director's decision, he was plainly aware of the inconsistency and he

considered it in making his credibility resolution regarding Kiernan's testimony.

In that respect, it is clear that the Assistant Director did not find Kiernan's testimony, or any other witnesses' testimony for that matter, to be equally credible in all respects. Quite to the contrary, the Assistant Director noted that certain of the witnesses, in parts of their testimony, were confused, inconsistent or contradictory. A witness's lack of credibility in certain respects of his or her testimony, however, does not per se establish that the witness's testimony is incredible in all respects. Credibility assessments should be made, as they were by the Assistant Director, in a discriminating manner in conjunction with a particular question or a particular line of questioning.[2/]

Having established the context in which the ALJ's credibility resolutions are to be reviewed, we must determine whether there is evidence in the record upon which those determinations should be reversed. Having carefully reviewed the record, we conclude that there is no basis upon which to reverse the Assistant Director's decision.

This is a case of an employer's failure to promote allegedly because of an employee's exercise of statutory rights. As in most cases of this type, the issue in dispute is the employer's motive. The issue is not whether Horney was treated fairly by

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[2/] Social Service Employees Union, Local 371, 11 PERB ¶3004 (1978).

the City, whether the nature and extent of the City's evaluation of his qualifications was well reasoned or thorough, or whether the decision would withstand scrutiny under some different statutory or contractual criteria. The inquiry in this case is whether the Local established that Horney would have been promoted in September 1991 had he not engaged in the activities which the City knew about and concedes are protected by the Act. Even if Kiernan harbored some animus towards Horney because of his protected activities, there is no violation of the Act unless Kiernan acted upon that animus. That "but for" element of the violations alleged is the Local's burden to prove, as much as it was its burden to establish Horney's engagement in those protected activities and the City's knowledge thereof.

In agreement with the Assistant Director, we find that the record establishes that Deputy Chiefs Stone and McCaffrey expressed an opinion to Kiernan that Horney was not qualified to be a lieutenant, at least as of September 1991. We further find no basis in the record to establish an absence of good faith in the Deputy Chiefs' opinions, particularly as to Stone, who was, at least at the relevant time, a friend of Horney. To reverse the Assistant Director, we would have to conclude that Kiernan would have disregarded the opinions and recommendations of his deputies and promoted Horney, had Horney not exercised his rights as a union officer and employee. The record affords us no basis upon which to make such a conclusion.

For the reasons set forth above, the Local's exceptions are dismissed and the Assistant Director's decision is affirmed.

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

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

2D-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ROADRUNNERS ASSOCIATION, LOCAL 1170, COMMUNICATIONS WORKERS OF AMERICA,

Charging Party,

-and-

CASE NO. U-14604

TOWN OF HENRIETTA,

Respondent.

ROBERT J. FLAVIN and CHERYL L. MILLIGAN, for Charging Party

HARRIS BEACH & WILCOX (JEFFREY D. WILLIAMS of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions to a decision by an Administrative Law Judge (ALJ) filed by the Roadrunners Association, Local 1170, Communications Workers of America, AFL-CIO (CWA). The ALJ dismissed CWA's charge against the Town of Henrietta (Town) which alleges, as amended, that the Town violated §209-a.1(a) and (d) of the Public Employees' Fair Employment Act (Act) when it reclassified a unit position, Clerk IV, to the nonunit position of Clerk to the Town Justice. CWA alleges that the reclassification was done without a substantial change in duties and to erode its unit. The ALJ held, however, that there was no persuasive evidence of improper motivation, notwithstanding a past history of strained labor relations between the parties. The ALJ also held that the former

Clerks IV assumed most, if not all, of the duties of a nonunit Court Administrator after that position was abolished in February 1993, upon the resignation of the incumbent of that position.

In its exceptions, CWA argues that the former Clerks IV did not assume all of the Court Administrator's duties and it reiterates its belief that the Town made and implemented its decision only to erode its unit. The Town argues in response that the exceptions are untimely filed and, on the merits, that the record clearly supports the ALJ's decision.

For the reasons set forth below, CWA's exceptions are dismissed and the ALJ's decision is affirmed.

As to the timeliness of the exceptions, CWA received the ALJ's decision on May 26, 1994. Its exceptions were filed by mail on June 15, 1994. Its exceptions are, therefore, timely, having been filed within fifteen working days after its receipt of the ALJ's decision.

The exceptions must be dismissed on the merits because even if the former Clerks IV did not assume all of the duties of the nonunit Court Administrator, the record shows that the duties of the Clerk IV position were substantially changed on reclassification to Clerk to the Town Justice. Therefore, there can be no violation of §209-a.1(a) or (d) on CWA's primary theory that unit positions were reclassified without a change in duties. For the reasons stated by the ALJ, there is no evidence of improper motive which would otherwise support a violation of §209-a.1(a) of the Act.

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

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

2E-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TRANSIT SUPERVISORS ORGANIZATION,

Petitioner,

-and-

CASE NO. C-3994

NEW YORK CITY TRANSIT AUTHORITY,

Employer.

PRYOR, CASHMAN, SHERMAN & FLYNN (RICHARD M. BETHEIL and TINA C. KREMENEZKY of counsel) for Petitioner

ALBERT C. COSENZA, ESQ. (EVELYN JONAS of counsel), for Employer

BOARD DECISION AND ORDER

The New York City Transit Authority (Authority) excepts to a decision by the Director of Public Employment Practices and Representation (Director) issued pursuant to a representation petition filed by the Transit Supervisors Organization (TSO). The TSO by that petition seeks to represent Authority employees in the title of Station Supervisor Level II (SSII).

In its exceptions, the Authority argues that the Director should have dismissed the petition because the TSO had agreed with the Authority in a side letter to the parties' 1985-88 and 1988-91 collective bargaining agreements that it would not seek to represent certain supervisory employees, including the SSIIs. That side agreement provides, in relevant part, as follows:

> The [TSO] further agrees that it or any of its officers will not seek representation rights for NYCTA employees in titles above Dispatcher (Surface) Level I, Maintenance Supervisor Level I or any equivalent title . . . .[1/]

According to the Director, any arguable waiver of TSO's statutory right to petition to represent public employees was limited to the terms of the 1985-88 and 1988-91 agreements. The latter agreement expired on June 30, 1991, allowing this September 1992 petition to proceed.

The Authority argues in its exceptions that the waiver was not limited in its duration, was clear in its application to SSIIs, and was not subject to unilateral revocation by TSO's announcement during negotiations for the successor contract that it no longer intended to be bound by the side letter agreement.

The TSO argues that the Director's decision should be affirmed for the reasons stated in his decision or because the side letter agreement is not enforceable, was waived by the Authority or is inapplicable to SSII employees.

For the reasons set forth below, we affirm the Director's decision.

According to the Authority, the TSO is barred from seeking to represent the SSIIs unless and until it is able to secure through negotiations an agreement altering the terms of the side letter. Its theory is that the terms of the side letter continue

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[1/]The TSO has a demand in current negotiations for a successor contract which would remove any restrictions on its right to seek to represent any Authority employees. The parties have not yet concluded their negotiations.

in effect until modified by subsequent agreement, just as employers are bound to continue the terms of an expired agreement pursuant to §209-a.1(e) of the Act.

Even were we willing to consider a possibility of deferring an exercise of jurisdiction to a private agreement preventing a union from seeking to represent public employees, it would have to be manifestly clear from the terms of that agreement that it was the parties' intent to prevent the filing of a representation petition at the time such petition was filed. In this case, the agreement is silent as to its duration. Without contrary evidence from the agreement itself, we find that the TSO was bound to the terms of the side letter only for the duration of the contracts under which the side agreement arose or was continued. As a matter of statutory and public policy, we could not allow a ban on representation petitions filed by a particular union on behalf of public employees to continue for an unknown and potentially unlimited period of time. In this case, the parties' last contract expired more than a year before this petition was filed. Therefore, the side agreement cannot serve to bar the petition filed in this case.[2/]

[2/]In reaching this conclusion, we do not rely upon the TSO's statement during negotiations that it no longer intended to be bound by the side agreement. We do not, in any event, read the Director's decision to have held that the side agreement was subject to the TSO's unilateral revocation.

For the reasons set forth above, the Authority's exceptions are denied and the Director's decision is affirmed. Accordingly, the case is remanded to the Director for such further processing as may be appropriate.

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

2F-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

DORIS SIMON,

Charging Party,

-and-

CASE NO. U-14414

STATE OF NEW YORK (DEPARTMENT OF SOCIAL SERVICES),

Respondent.

DORIS SIMON, pro se

WALTER J. PELLEGRINI, GENERAL COUNSEL (JULIE SANTIAGO of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Doris Simon to a decision by the Director of Public Employment Practices and Representation (Director). After a hearing, the Director dismissed Simon's amended charge that the State of New York (Department of Social Services) (State) had violated §209-a.1(a), (b), (c) and (d) of the Public Employees' Fair Employment Act (Act) when it unilaterally transferred her and Charles Semowich, both Public Employees Federation (PEF) shop stewards, from their offices at 40 North Pearl Street in Albany to a new location in Menands, approximately six miles away. At the close of Simon's case, the State moved to dismiss the charge for failure to prove a prima facie case.

Simon alleges that the State's action in transferring the six employees of the Bureau of Management Assistance (BMA), which includes both her and Semowich, from Albany to Menands, was motivated by anti-union animus on the part of T. Patrick Bartlett, Director of Administrative Support Services. In 1991, Semowich had filed an improper practice charge (Case No. U-12808) alleging that Melvin Behn, his immediate supervisor, had improperly rated him as "effective" rather than "highly effective" in a performance evaluation because he had successfully prosecuted an out-of-title work grievance against Behn.[1/] We affirmed the decision of the Assistant Director of Public Employment Practices and Representation (Assistant Director)[2/] finding a violation of the Act and ordering the State to rescind Semowich's evaluation and rate him as "highly effective" for the period in question.[3/] It is Simon's position that Bartlett harbored anti-union feelings against Semowich as a result of the Assistant Director's decision, which was issued shortly before the announcement of the relocation of BMA's

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[1/]Bartlett, as Behn's immediate supervisor and "reviewer", had also signed the evaluation, but both concurred that the rating determination was Behn's alone.

[2/]State of New York (Dep't of Social Services), 25 PERB ¶4655 (1992).

[3/]26 PERB ¶3026 (1993).

offices,[4] and had animus toward her for her activities as a PEF steward.

Simon excepts to the Director's decision, arguing that he erred in denying her post-hearing request to reopen the record to receive evidence of her qualifications for promotion and the minutes of a January 1993 labor-management meeting and also that he made numerous errors in interpreting the facts and law. The State in its response argues that the Director's findings of fact and conclusions of law are correct in all material respects and that his decision should be affirmed.

Having reviewed the record and considered the parties' arguments, we affirm the Director's dismissal of the charge.

We note at the outset that any aspects of the charge that relate to Semowich must be dismissed because Simon has no standing to allege a violation of the Act on his behalf. An individual employee may only seek to vindicate his or her own rights. Only the recognized or certified bargaining representative has standing to bring charges in a representative capacity on behalf of other unit employees.[5] Simon's charge must, therefore, be viewed only in the context of her own statutorily protected activities and the actions taken against

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[4]The Assistant Director's decision was dated November 2, 1992, and the record reflects that the BMA move was the subject of discussion at a State-PEF labor-management meeting held on November 25, 1992.

[5]All Public Employee Unions Benefiting Under §208.3 of the Civil Service Law (Barry), 19 PERB ¶3031 (1986); United Univ. Professions, Inc., 16 PERB ¶3040 (1983).

her by the State. This is not to say, of course, that evidence of prior actions of an employer taken against other employees in retaliation for the exercise of protected rights could not be introduced to establish the employer's predilection toward anti-union animus.[6/] However, that does not seem to be Simon's intent in seeking to introduce evidence of Semowich's prior improper practice charge. It appears that she is alleging that the decision to move the entire BMA was motivated by Bartlett's animus toward Semowich as PEF steward and, hence, toward Simon, also a PEF steward. As correctly determined by the Director, however, the prior decision was not directed toward Bartlett, but was based on Behn's actions. There was no finding of any impropriety on Bartlett's part. Further, the record does not establish that Bartlett harbored any ill will toward either Semowich or Simon as a result of the prosecution or final outcome of Semowich's charge.

To the extent that Simon's charge can be read to allege that the State committed a per se violation of the Act by relocating her, a PEF steward, to an office distant from her constituents, it must be dismissed. An employee is not insulated as a matter of statutory right from the necessary effects of an employer's legitimate business decision merely because the employee holds union office.[7/]

[6/]See Board of Educ. of the City Sch. Dist. of the City of New York, 26 PERB ¶3082 (1993).

[7/]State of New York, 20 PERB ¶3041 (1987).

To the extent that Simon alleges that the State's decision to relocate her was improperly motivated because of her status or activities as a PEF steward, those allegations must also be dismissed. The record is bereft of any evidence of anti-union animus which could be attributed to Bartlett. Simon sought to establish Bartlett's animus toward her by pointing to the fact that she had not been promoted on two previous occasions. The Director rejected this argument based on Bartlett's testimony, which he credited, that the employees he promoted were better qualified than Simon. She also points to certain problems with computer access, office dividers and the temperature in the Menands location immediately following the relocation. These incidents or problems, however, do not establish anti-union animus on the part of Bartlett. Indeed, as noted by the Director, they represent the type of discomforts and adjustments one would normally expect to experience during an office relocation.

Finally, the Director determined that there was a legitimate business reason which motivated the State's decision to transfer BMA's offices to Menands. He credited Bartlett's testimony, corroborated by John Hodgson, the supervisor for the Bureau of Facility Management Planning Upstate, that there was no room at the North Pearl Street location for three new units within the

Division.[8/] Several units were relocated, either within the North Pearl Street building or to Menands, as a result of these additions. There was a need for space at North Pearl Street to accommodate the new units and it was accomplished by relocating BMA.

Upon our review of the record, we find that it supports the Director's findings of fact and conclusions of law.

We also affirm the Director's determination not to reopen the record based on the request made by Simon for the first time in her post-hearing brief to the Director. Simon could have obtained the documents, perhaps not in the form offered, but in an acceptable form, prior to the hearing. Additionally, as found by the Director, there was no demonstration that the information contained in the documents offered might materially affect his final decision or warrant a contrary conclusion.[9/]

[8/]Bartlett's Office of Administrative Services is a part of the Division of Management Support and Quality Improvement. Two units, the Bureau of Management Planning and the Office of Policy Program and Development, were transferred into Bartlett's jurisdiction from other divisions and the third, Quality Social Services Unit, was a new unit.

[9/]Simon sought to introduce additional evidence relating to her claim that Bartlett had previously passed her over for promotion in favor of less qualified employees, in order to establish Bartlett's animus towards her. She also sought to introduce evidence of a labor-management meeting held shortly after the relocation to Menands. She and Semowich at that meeting had requested that the State reimburse PEF stewards for travel from the Menands location to North Pearl Street while on PEF business.

For the reasons set forth above, Simon's exceptions are denied[10/] and the Director's decision is affirmed in its entirety.

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

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

[10/]The Director did, as pointed out by Simon in her exceptions, incorrectly characterize the meeting as being held several months after the relocation. It was held just a few weeks after the actual move, although several months after the announcement of the relocation. In view of the holdings of the Director, which we affirm, this error is not material and does not affect the outcome.

2G-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

- and -

NORTHPORT/EAST NORTHPORT UNION FREE SCHOOL DISTRICT, SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, CARLE PLACE UNION FREE SCHOOL DISTRICT, ROOSEVELT UNION FREE SCHOOL DISTRICT, and WYANDANCH UNION FREE SCHOOL DISTRICT,

Employers,

- and -

LOCAL 144, LONG ISLAND DIVISION, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CASE NOS. C-4165, C-4166, C-4171, C-4172 & C-4175

In the Matter of

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

Petitioner,

- and -

COUNTY OF ALBANY and ALBANY COUNTY SHERIFF,

Joint Employer,

- and -

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

Intervenor.

CASE NO. C-4224

RICHARD M. GREENSPAN, P.C., for Petitioner United Public Service Employees Union, Local 424, A Division of United Industry Workers District Council 424

VLADECK, WALDMAN, ELIAS & ENGELHARD, P.C. (LARRY CARY of counsel), for Intervenor Local 144, Long Island Division, Service Employees International Union, AFL-CIO

GEORGE A. JACKSON, for South Huntington Union Free School District

NANCY E. HOFFMAN, GENERAL COUNSEL (STEVEN A. CRAIN of counsel), for Intervenor Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO

BOARD DECISION AND ORDER ON MOTION

By decision dated September 30, 1994,[1/] we held that United Public Service Employees Union, Local 424 (Local 424), A Division of United Industry Workers District Council 424 (District Council) is not an employee organization within the meaning of §201.5 of the Public Employees' Fair Employment Act (Act). Accordingly, pursuant to exceptions to a decision by the Director of Public Employment Practices and Representation (Director)[2/] filed by Local 144, Long Island Division, Service Employees International Union, AFL-CIO (Local 144) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA),

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[1/]27 PERB ¶3053 (1994).

[2/]27 PERB ¶4063 (1994).

we ordered six representation petitions filed by Local 424 dismissed.[3/]

By letter dated October 5, 1994, Local 424 filed with us a motion to reconsider the September 30, 1994 decision and to have us extend to it a period of thirty days to comply with our decision by "amendment to the applicable Constitutions". On October 7, 1994, Local 424 supplemented its motion by enclosing "amendments to the District Council Constitution adopted on October 6, 1994". No amendments to Local 424's constitution were submitted. Local 424 requests in its October 7, 1994 correspondence that we "withdraw the Order issued on September 30, 1994 and issue a new Order consistent with what is [sic] the applicable standards for finding that an organization is a labor organization under the law".

We afforded all parties an opportunity to respond to Local 424's motion. CSEA argues in its response that there is no basis for a motion to reconsider in these cases, that the amendments to the District Council's constitution are immaterial because they cannot be given "retroactive effect", and that we should, as a matter of discretion, deny the motion in the interest of finality and deference to Local 424's pending

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[3/]The six petitions involve employees of the following public employers: Northport/East Northport Union Free School District, South Huntington Union Free School District, Carle Place Union Free School District, Roosevelt Union Free School District, Wyandanch Union Free School District, and the County of Albany and Albany County Sheriff.

judicial appeal of our September 30, 1994 decision. Local 144 filed a late response without permission or reasonable excuse. We have, therefore, not considered that response in ruling on Local 424's motion. Except for CSEA's, no other timely response to Local 424's motion was filed.

Having considered Local 424's motion and supporting papers and CSEA's arguments in opposition, we deny the motion. A motion to an administrative agency for a reconsideration of its final administrative action is an unusual procedure.[4/] Such motions are properly entertained only if there is newly discovered evidence or the agency has overlooked or misapprehended relevant facts or that it has misapplied a controlling principle of law.[5/] Local 424's evidence in support of its motion was not newly discovered, having been created by amendments to the District Council's constitution after Local 424's receipt of our September 30, 1994 decision. That decision neither misapprehended the facts on the record before us at that date nor misapplied the controlling law to those facts. Accordingly, there is no basis for a motion to reconsider. To the extent Local 424 moves to have us modify or reverse the September 30 order dismissing the six petitions because of the subsequently adopted amendments to the District Council's constitution, we

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[4/]See, e.g., Auburn Police Local 195, Council 82, AFSCME, 10 PERB ¶3060 (1977); Binghamton Fire Fighters, Local 729, IAFF, 9 PERB ¶3078 (1976).

[5/]See, e.g., Town of Brookhaven, 19 PERB ¶3010 (1986).

deny that as well. That relief is the relief requested in the pending Article 78 proceeding appealing the September 30 decision and order. Public policy and the policies of the Act demand there be finality to decisions once rendered. Any questions concerning Local 424's status under the most recently adopted amendments to the District Council's constitution may be addressed in the context of either a petition for a declaratory ruling filed pursuant to Part 210 of our Rules of Procedure or new representation petitions filed in these or other cases. An extraordinary motion procedure should not be applied when existing procedures afford the movant an effective means of review.

IT IS, THEREFORE, ORDERED that Local 424's motion be, and it hereby is, denied.[6/]

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

[6/]Member Schmertz, not having participated in the September 30 decision, did not participate in the discussion or decision on this motion.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UTILITY WORKERS UNION OF AMERICA, LOCAL 1-2, AFL-CIO,

Petitioner,

- and -

CASE NO. C-4288

NEW YORK STATE POWER AUTHORITY,

Employer.

KEVIN G. JENKINS, ESQ., for Petitioner

GERARD V. LOUGHRAN, ESQ., for Employer

BOARD DECISION AND ORDER

On July 6, 1994, Utility Workers Union of America, Local 1-2, AFL-CIO (petitioner) filed a petition seeking to represent a unit of employees of the New York State Power Authority. Thereafter, the parties executed a consent agreement in which they stipulated that the following is the appropriate negotiating unit:

Included: Gas Turbine Operator, Gas Turbine Mechanic, Gas Turbine Technician, Purchasing Warehouse Assistant, General Plant Assistant.

Excluded: All others.

Pursuant to that agreement, a secret-ballot election was held on October 3, 1994. A majority of the ballots cast by eligible employees were cast against representation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast 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 it hereby is, dismissed.

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TEAMSTERS LOCAL 264,

Petitioner,

-and-

CASE NO. C-4286

TOWN OF ELBA,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Teamsters Local 264 has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time Highway Department employees.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer

shall negotiate collectively with the Teamsters Local 264. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

3B-10/26/94

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

CASE NO. C-4256

TOWN OF CLIFTON PARK,

Employer.

AMENDED CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE[1/]

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

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[1/]The amendment modifies our Certification and Order dated September 30, 1994 to add the title of "Deputy Town Clerk" to the list of unit exclusions and inserts "Deputy Registrar" before "Vital Statistics" in the list of unit inclusions. These amendments reflect the parties' unit stipulations and issues at their mutual request and with their consent.

parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: See attached

Excluded: See attached

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: October 26, 1994
Albany, New York

Pauline R. Kinsella, Chairperson

Walter L. Eisenberg, Member

Eric J. Schmertz, Member

ATTACHMENT

Included: All employees working 27 or more hours per week in the following job titles:

Senior Planner
Senior Building Inspector
Chief Bureau of Fire Prevention
Senior Typist/Deputy Town Clerk/Deputy Registrar Vital Statistics
Information Processing Specialist
Building Maintenance
Building Mechanic
Receptionist
Building Inspector
Account Clerk
Parks Maintenance Supervisor
Laborer
Senior Typist
Senior Van Driver
Fire Code Enforcement Officer
MEO
Account Clerk/Typist
Account Clerk
Principal Typist
Senior Account Clerk
Parking Enforcement Officer
Assistant Building Inspector
Code Enforcement
Assessment Clerk
Typist
Mechanic
Gate Keeper - Transfer Station

Excluded: Town Supervisor
Deputy Town Supervisor
Town Councilmen
Highway Superintendent
Deputy Highway Superintendent
Town Administrator
Town Justice(s)
Town Attorney(s)
Assistant Town Attorney(s)
Secretary to Town Supervisor
Comptroller
Department Head of Building Department
Department Head of Planning
Department Head of Parks and Facilities
Department Head of Recreation
Chief Court Clerk
Assistant Highway Maintenance Supervisor
Chief Special Police
Court Clerks
Assessor
Receiver of Taxes
Payroll Specialist
Constable
Environmental Specialist
Director of Community Development
Town Clerk
Transfer Station Supervisor
Animal Control Officer
Seasonal Employees
Deputy Town Clerk