

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-2/4/74

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| In the Matter of | : | |
| THE CITY OF NEW YORK, | : | <u>BOARD DECISION</u> |
| Respondent, | : | <u>AND ORDER</u> |
| -and- | : | |
| ASSOCIATION OF LABORATORY PROFESSIONALS, | : | <u>CASE NO. U-0919</u> |
| Charging Party. | : | |

This case comes before us on exceptions of both the charging party, Association of Laboratory Professionals, and the respondent, City of New York, to a decision and recommended order of a hearing officer issued on November 13, 1973. That decision found merit in one part and no merit in another part of a charge filed by the Association of Laboratory Professionals on February 20, 1973 with the Office of Collective Bargaining of the City of New York. The charge was that the City of New York - Department of Health, had violated §1173-4.2(a) (1) and (2) of the New York City Collective Bargaining Law in that the City had improperly (1) required the removal of a notice publicizing the charging party's organizational drive from its bulletin boards, and (2) revoked permission previously granted to the charging party to hold an organizational meeting on its premises.

When, on March 1, 1973, the authority of the Office of Collective Bargaining to prevent improper practices terminated and this agency was left with exclusive jurisdiction over such conduct, the matter was transferred from the Office of Collective Bargaining to us. The hearing officer treated the charge as if it had alleged a violation of CSL §209-a.1 (a) and (b), which generally parallel the cited provisions of the New York City Collective Bargaining Law. The hearing officer was correct in so construing the charge and in treating the provisions of the New York City Collective Bargaining Law as being the same as the

parallel provisions of the Taylor Law. CSL §209-a is one of the sections of the Taylor Law that has applied in New York City directly and has not been subject to substitution by a substantially equivalent alternative.¹

FACTS

Few of the facts are in dispute. During the period of unchallenged representation status -- that is, at a time when the status of Local 144, SEIU, which was the certified representative of certain employees of respondent, was not open to challenge² -- some employees in the unit represented by SEIU became dissatisfied with that organization. During December 1972, they posted a notice on one or more of respondent's bulletin boards calling for like-minded persons to join the charging party, a competing employee organization. The building in which most of the employees within the negotiating unit worked contained from 10 to 15 non-enclosed bulletin boards on which, for many years, employees had posted notices of all types, including those relating to meetings of social, religious and ethnic organizations. On December 11, SEIU wrote to Mr. Rosenberg, respondent's Director of Labor Relations for the Health Services Administration, protesting the posting of the notice. Mr. Rosenberg, on receipt of the incumbent's protest, called Dr. May, Deputy Director of the Bureau of Laboratories. He called him because he had been told that the "notices [that] had been posted on the bulletin board [referred to] ...City facilities, the City address, the City telephone number, for the purpose of organizing microbiologists who are already represented by Local 144." Two days later, Dr. May wrote a memorandum to the charging party requiring the removal of these notices. His

¹ CSL §212.

² CSL §208.2 and §2.7 of the revised consolidated Rules of OCB.

stated reason was that the form of notice violated respondent's policy in that it referred to respondent's address and telephone number.³

On January 29, 1972, a month after the removal of the notice, Mr. Rosenberg explained his reasoning when he wrote Dr. May "...that it is contrary to City policy to permit the Association of Laboratory Professionals the use of City property to assist them in soliciting members from among those employees in the Bacteriologist and Microbiologist title series ... [W]e will not permit the use of City property to carry out 'raids' on the members of a union duly certified by the Office of Collective Bargaining to represent all employees in the aforementioned titles." This is not the reason given by Dr. May in his memorandum and we cannot attribute Mr. Rosenberg's motivation to him. On the record we cannot determine, and could only guess, whether a notice not referring to respondent's address or telephone numbers would have been permitted to remain on the bulletin board.

³ The memorandum stated:

"You are hereby directed to immediately desist from the formal use of the address of the Public Health Laboratories building, 455 First Avenue and the use of telephone numbers 340-4724 and 4725 assigned to the Laboratories.

Such use of official city telephone numbers and facilities for union organizing activity is contrary to City regulations.

You are further directed to remove all announcements with the above information from bulletin boards in any premises occupied by the Laboratories."

The facts involving that part of the charge relating to the cancellation of the meeting are clear. In addition to providing meeting space to SEIU pursuant to contractual obligation,⁴ respondent had a long-standing practice of giving its employees space for "professional" purposes. After being alerted by SEIU that the meeting was for labor relations purposes, and having confirmed this by its own investigation, respondent withdrew the right to hold the meeting.

DISCUSSION

The legal problem is one of balancing conflicting and protected rights of the public employer and its employees. The public employer has property rights that extend to its meeting rooms, its bulletin boards, its address and its telephone. The employees have "the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing."⁵ These rights come into conflict when employees attempt, while on the property of their employer, to organize for the purpose of forming or rejecting an employee organization. Through the years there have been many occasions for the National Labor Relations Board and the Federal courts to adjudicate questions involving this balance. We turn to the reasoning of these decisions for the help that they may provide. Generally they consider such factors as the availability to the organizers of alternative means of reaching the employees, whether the organizers are outsiders or fellow employees, whether the organizational activities have been attempted during working time or in working areas, the extent to which the conduct involved in

⁴ The contract did not make this right exclusive.

⁵ CSL §202.

the organizing activities departs from universally enforced norms of the employer, and the extent to which the organizing activities interfere with productivity and discipline. "The employer may not affirmatively interfere with organization; the union may not always insist that the employer aid organization.⁶"

In National Steel Corp. v. NLRB,⁷ the 6th Circuit found a greater right to distribute union literature on the employer's premises during non-working times and in non-working areas when the distribution was being made by employees, rather than by non-employee organizers. It noted that "[w]hat is involved is not only the union's desire to reach employees, but also the right of employees to communicate with other employees". Of particular relevance to the problem before us was that court's concern for the right of employees to organize "...during this crucial period when the union was attempting to gather sufficient strength to make the showing [of interest]...". In Cooper Tire and Rubber Co. v. NLRB,⁸ the 6th Circuit also ruled that an overbroad regulation prohibiting distribution of literature could no more be used to prevent criticism of union leadership by employees unhappy with the quality of their representation than to prevent an initial organizing campaign.

It is not the implication of the Cooper Tire and Rubber Co. case that no distinctions can be made between a certified employee organization and one that enjoys no such status. The New York State Court of Appeals has upheld such a distinction. Even before the enactment of the Taylor Law and its requirement that public employers deduct membership dues on behalf of recognized and certified employee organizations from the wages of their employees who authorize such deductions, the court ruled in Bauch v. City of

⁶ NLRB v. Babcock and Wilcox, 351 US 105, 112 (1956).

⁷ 415 F 2d 1231 (1969).

⁸ 443 F 2d 338 (1971).

New York, 21 NY 2d 599 (1968), cert.den. 393 US 834 (1969), that a public employer may contract with a certified union to give it exclusive dues check-off privileges. There are several distinctions between the circumstances before the Court of Appeals in Bauch and those before us. The employer in Bauch was contractually obligated to give to the certified employee organization exclusive dues check-off rights; respondent was not contractually obligated to give to SEIU exclusive use of bulletin boards. The right given to the certified organization in Bauch was a valuable organizational right, but it did not interfere with the right of employees to communicate with other employees; the denial to the charging party did. The relief sought by Bauch would have obligated the public employer to extend itself on behalf of a noncertified employee organization; while this was true in the instant case insofar as the charging party sought meeting rooms, it was not true insofar as the charging party sought the use of bulletin boards. The bulletin boards had previously been made available to all employees indiscriminately -- with no effort made by the respondent to police them -- so that nothing was required of the respondent except to maintain its existing practice.

The National Labor Relations Board has also dealt with the issue of an employer that removed notices of union meetings from bulletin boards on which it had permitted "employees to post ... notices of various types, including notices relating to social and religious affairs and meetings of charitable organizations...." ⁹

⁹ Challenge Cook Brothers of Ohio, Inc., 153 NLRB 92, 99 (1965), enforced NLRB v. Challenge Cook Brothers of Ohio, 374 F 2d 147 (6th Cir., 1967). The NLRB adopted the opinion of a trial examiner who had stated:

"I have no doubt that if the Respondent had consistently not allowed its employees to use the bulletin boards to publicize their personal affairs, the Respondent could properly have prohibited the posting of notices of union meetings. But that is not our set of facts. The question, I believe, is whether the Respondent, having made its bulletin boards available to employees for posting of notices relating to social and religious affairs, as well as meetings of charitable organizations, could validly discriminate against notices of union meetings which employees had posted. According to the General Counsel, 'the [Respondent's] act of singling out the union notices for removal' constitutes interference with the employees' organizational rights in violation of Section 8(a)(1). The General Counsel's position is supported by authority."

It found the denial to a union of bulletin board privileges enjoyed by other organizations to constitute unlawful discrimination.

The reasoning of these decisions does not compel an employer, under the circumstances herein, to make available to an employee organization the use of its mailing address or its telephones. Contrariwise, if an employer were to permit the use of such facilities, this might constitute unlawful assistance.

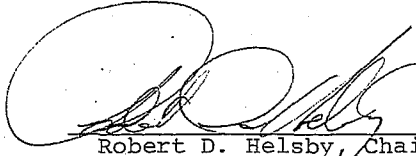
In balancing the property rights of the employer against the organizational rights of the employees in the context of all the circumstances, we conclude that,

- (1) respondent did not act improperly when it denied to charging party the use of its premises for meeting rooms, such rooms having previously been made available to employees only pursuant to contract or when respondent believed that it might reap some work-related benefit from the meeting;
- (2) respondent did not act improperly when it denied to charging party the use of its bulletin boards to post a notice that included the mailing address and the telephone numbers of respondent as a return address for the charging party.¹⁰

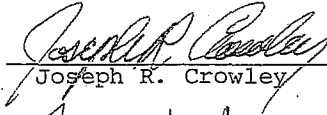
¹⁰ A notice that contained no reference to respondent's address and telephone numbers or to its other property would have been entitled to a place on the bulletin board. On January 13, 1973 a second notice was prepared by charging party and it was not posted, but the record does not indicate that permission to post was refused. Moreover, that notice, too, was objectionable because it announced a meeting on respondent's premises. Respondent has expressed concern that notices posted by a challenging employee organization might be inflammatory, and thus disruptive of production or discipline. There is no evidence in this record that the posting of the notice in this case was either disruptive or was calculated to be disruptive.

NOW, THEREFORE, IT IS ORDERED that the charge should
be, and hereby is, DISMISSED.

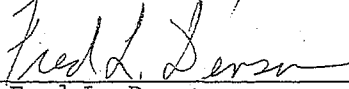
Dated: Albany, New York
February 4, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-2/4/74

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|--------------------------------------|---|------------------------|
| In the Matter of | : | |
| STATE OF NEW YORK, | : | <u>BOARD DECISION</u> |
| | : | |
| Respondent, | : | <u>AND ORDER</u> |
| | : | |
| -and- | : | |
| | : | |
| SECURITY UNIT EMPLOYEES, COUNCIL 82, | : | <u>CASE NO. U-0984</u> |
| AFSCME, AFL-CIO, | : | |
| | : | |
| Charging Party. | : | |

This case comes to us on an appeal from the decision of a hearing officer dismissing the charge on the ground that it fails to state a violation of CSL §209-a.1. The charge filed by the Security Unit Employees, Council 82, AFSCME, AFL-CIO alleges an ostensible violation of CSL §209-a.1 (a), (b), (c) and (d), resulting from

"[t]he actions of the Chief Executive Officer of the State of New York, in signing into law Chapter 382 of the Laws of 1973." (emphasis added)

The underlying facts are that on May 31, 1973 the Governor of the State of New York signed into law Chapter 382 of the Laws of 1973 which retroactively, as of April 1, 1973, amended CSL §201.4 so as to prohibit negotiation of, and to void any subsequent agreement on retirement benefits. At the time there was a collective agreement between the charging party and the State of New York which included a reopener for the negotiation of retirement benefits, such benefits to become effective no earlier than April 1, 1973.

Having ascertained at the opening of the hearing that the sole circumstance claimed to be a violation of CSL §209-a.1 was the act of the Governor in signing the bill that became L. 1973, c. 382, the hearing officer granted a motion to dismiss the

charge. He reasoned,

"[T]he Governor's action '...in signing into law Chapter 382 of the Laws of 1973'--and his reasons for same, are legislative in nature (footnote omitted). It must then follow that the Governor's constitutional mandate to approve or veto legislative bills cannot be abrogated by statute and certainly not by an administrative decision of this tribunal."

The charging party has filed exceptions to that decision, arguing,

1. that the hearing officer was without authority to dismiss the charge at the outset of the hearing, and
2. that the charge alleges violations of the Taylor Law that are within our jurisdiction.


We find no merit in these exceptions. The first exception derives from language of CSL §205.5 (d), that this "board shall exercise exclusive nondelegable jurisdiction of the [procedures for the prevention of improper employer and employee organization practices as provided in section two hundred nine-a of this article]...". The charging party concedes that we can assign a member of our staff to hold a hearing and to issue intermediate decisions and recommended orders, but argues that the dismissal of the charge by a hearing officer prior to the holding of a hearing is improper. This posture misconceives the nature of the hearing. Hearings are held to produce evidence and to provide a means for resolving conflicts in such evidence. When there is no dispute between the parties as to the material facts, no purpose is served by conducting a hearing. In the instant proceeding, once the hearing officer ascertained that the charging party was relying only upon the fact that the Governor signed into law Chapter 382 of the Laws of 1973, there was no further need for a hearing. All that remained was for the hearing officer to issue his decision and recommended order in the same manner that he would, after a hearing, in a case in which

allegations of fact were in conflict. As in all cases, this Board must exercise its exclusive, nondelegable responsibility thereafter if the parties do not accept the hearing officer's decision and recommended order.


As to the charging party's second exception, we confirm the hearing officer's conclusion of law that the function of the Governor in signing a bill into law is legislative in nature and not subject to challenge before this Board.

Accordingly, the charge in this matter is hereby DISMISSED in its entirety.

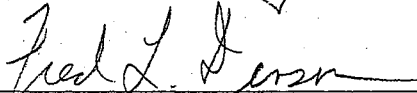
Dated: Albany, New York
February 4, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-2/4/74

In the Matter of
CITY OF YONKERS,

Respondent,

-and-

YONKERS CROSSING GUARDS UNIT,
WESTCHESTER CHAPTER, CSEA, INC.,

Charging Party.

BOARD DECISION

AND ORDER

CASE NO. U-0639

This case comes before us on the exceptions of the respondent City of Yonkers to a decision of a hearing officer finding it in violation of CSL §209-a.1 (d) in that it failed to respond promptly to a negotiating proposal made by the charging party, Yonkers Crossing Guards Unit, Westchester Chapter, CSEA, Inc.¹

Facts

Although the testimony was not undisputed, the hearing officer resolved questions of credibility and concluded that between June 22, 1972, when the charging party made a proposal for a complete agreement that respondent's negotiator undertook to submit to the City Manager for approval, and August 15, 1972 when rejection of that proposal was communicated to the charging party, the charging party had not been informed that the proposed settlement was unacceptable to the City. The June 22 proposal had come after lengthy negotiations extending almost a year beyond the expiration of the prior contract. During the course of those negotiations, tentative agreement had been reached on a two-year

¹ The hearing officer rejected the allegations of the charging party that respondent had refused to implement a fully negotiated agreement and that it had violated the law when it failed to invest its negotiator with sufficient authority to enter into an agreement. The charging party did not file exceptions.

contract and on all the provisions thereof except on the amount of the salary increases.² The proposal made by the charging party on June 22 related to the salary increases. Respondent's negotiator knew that the charging party expected its proposal to be accepted and was anxious to present it to its membership for ratification as soon as possible; he undertook to give the charging party a quick answer as to whether the City Manager would approve the proposed contract.

We determine that the hearing officer's findings of fact are supported by the record. In applying the law to those facts, he said,


"After lengthy negotiations extending nearly twelve months beyond the expiration of the prior contract, the failure of the City to promptly notify CSEA until August 15, that it could not accept the economic package negotiated and recommended by its chief negotiator more than eight weeks earlier was clearly dilatory. (footnote omitted)!"

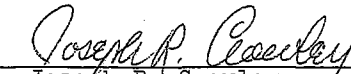
We endorse his conclusion of law that, under the circumstances, it constituted a failure to negotiate in good faith for respondent not to have communicated with the charging party sooner regarding its rejection of the agreement.


NOW, THEREFORE, WE ORDER that the City of Yonkers cease and desist from failing to respond promptly to negotiating proposals.³

In all other respects, the charge should be, and hereby is, DISMISSED.

Dated: Albany, New York
February 4, 1974


Robert D. Helsby, Chairman


Joseph R. Crowley


Fred E. Denson

² It had been understood that all partial agreements were contingent upon there being a final agreement on a total package.

³ The hearing officer had recommended that we order respondent to resume negotiations in good faith upon request. Such an order is no longer appropriate because the parties have already done so and have concluded an agreement.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-2/4/74

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| In the Matter of | : | |
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| CITY OF YONKERS, | : | <u>BOARD DECISION</u> |
| | : | |
| Respondent, | : | |
| | : | <u>AND ORDER</u> |
| -and- | : | |
| | : | |
| YONKERS CROSSING GUARDS UNIT, | : | |
| WESTCHESTER CHAPTER CIVIL SERVICE | : | <u>CASE NO. U-0841</u> |
| EMPLOYEES ASSOCIATION, INC., | : | |
| | : | |
| Charging Party. | : | |

This case comes before us on exceptions filed by the Yonkers Crossing Guards Unit of the Westchester Chapter of CSEA (hereinafter CSEA) to a hearing officer's decision dismissing its charge. The charge, filed on April 26, 1973, had alleged that the City of Yonkers had violated CSL §209-a.1 (a) and (d) in that it had unilaterally withdrawn a policy of paying annual wage increments to its crossing guards. The policy of paying increments derived from a collective agreement negotiated between CSEA and the City of Yonkers which had expired on June 30, 1971. Negotiations for a successor agreement had not yielded a successor contract as of the time of the closing of the record herein.¹ The allegedly improper unilateral decision to withdraw its policy of paying increments had been made in advance of January 1, 1972 when an annual increment would have been due and was known to the crossing guards and to CSEA immediately thereafter, inasmuch as the increments were not paid. Pursuant to the employer's unilaterally imposed policy, no increments were paid on January 1, 1973 either.

¹ These negotiations have been the subject of another charge filed by CSEA on September 17, 1972 alleging bad faith negotiations (Case No. U-0639).

The hearing officer noted the sixteen-month interval from January 1972, when (1) the unilateral withdrawal of the increment policy became a matter of public knowledge and (2) anticipated increments were not paid, to April 1973, when the charge was filed, and he dismissed the charge because it was not timely.²

The thrust of CSEA's exceptions is that the City of Yonkers' failure to pay the increments is a continuing violation, being renewed with each and every paycheck, and is thus not barred by our four-month timeliness provision. In support of this posture, it cites court decisions relating to the duty of a city to pay wages required by law. Those court decisions are not apposite; CSEA's citation of them reflects a misunderstanding of the duty of an employer not to alter terms and conditions of employment unilaterally during the course of negotiations. This duty, as enunciated by us In the Matter of Triborough Bridge and Tunnel Authority,³ is not directly concerned with whether an employer must provide benefits that were required by a contract after the expiration of that contract, but before a successor agreement has been reached. Whether or not contractual obligations survive a contract are matters of law and contract interpretation to be resolved by the courts and/or an arbitrator. While the Triborough Doctrine may, in some instances, reach this question indirectly, its primary concern is elsewhere. CSL §§209-a and 205.5 (d) are designed to protect the representation and negotiation rights of public employees, and to guarantee that public employers and public employee organizations negotiate in good faith. In Triborough we addressed ourselves to the statutory prohibition that a public employer may not "refuse to negotiate in good faith with the duly recognized or certified representatives of its public employees."; we explained the duty to negotiate in good faith as

² Section 204.1 (a) of our Rules provides that "[A] charge that any public employer...has engaged in or is engaging in an improper practice may be filed with the Director within four months thereof...."

³ 5 PERB 3064 (1972).

precluding a unilateral change in working conditions during the course of negotiations.⁴ Indeed, we emphasized the irrelevance of the question that would ordinarily come before a court or an arbitrator, to wit, the validity of the provision of the expired contract, saying,

"It is of no consequence that the employee benefit withdrawn by respondent derived from an expired agreement. Our decision would be the same if during the course of negotiations an employer unilaterally withdrew such an employee benefit that had been previously enjoyed by the employees even if there had been no prior contractual duty to furnish the benefit."⁵

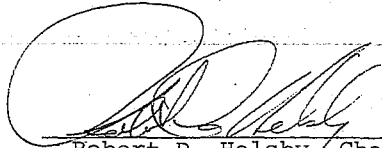
A violation of an obligation to pay an increment might be a continuing one, but it is not a violation that comes before us under CSL § 209-a. The Taylor Law violation, if any, was a failure to negotiate in good faith. It would have been perpetrated when the City of Yonkers unilaterally decided to withdraw an employee benefit during the course of negotiations, or when it did first actually withdraw such benefit; the time to seek redress of such a violation began to run in January 1972 when the employee organization became or should have become aware of the circumstances that might have constituted the violation.

⁴ CSL §§ 205.5 (d) and 209-a were enacted two years after passage of the Taylor Law because the Legislature recognized the volatile nature of labor relations and the inadequacy of court and arbitral proceedings to defuse some potential explosions. PERB was given "exclusive nondelegable jurisdiction" over these matters, which were called improper practices.

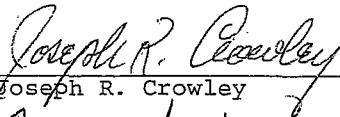
⁵ 5 PERB at 3065.

Accordingly, we do not reach the question of whether there has been a violation because we find that the charge is not timely and we dismiss it in its entirety.

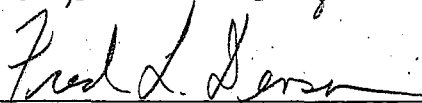
Dated: Albany, New York
February 4, 1974



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2E-2/4/74
THE GRIFFITH INSTITUTE AND CENTRAL :
SCHOOL DISTRICT OF SPRINGVILLE, NEW YORK, :
Employer, :
- and - :
SPRINGVILLE EDUCATIONAL EMPLOYEES : Case No. C-1018
ASSOCIATION, :
Petitioner, :
- and - :
SERVICE EMPLOYEES' INTERNATIONAL UNION :
LOCAL 227, AFL-CIO, :
Intervenor. :

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 SPRINGVILLE EDUCATIONAL EMPLOYEES ASSOCIATION

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

Unit:

Included: All full-time and part-time head custodians, custodians, groundsmen, matron, cleaners, cook managers--cafeteria, cooks, food service helpers, carpenters, electrician/plumber, mechanics, bus drivers.

Excluded: School lunch manager/food service directors, transportation supervisor, supervisor of maintenance and all other employees of the employer.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with SPRINGVILLE EDUCATIONAL EMPLOYEES ASSOCIATION

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

Signed on the 4th day of February , 1974 .


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

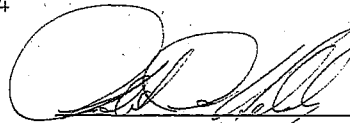
#2F-2/4/74

In the Matter of the Application of the :
TOWN OF OYSTER BAY : Docket No. S-0019
for a Determination pursuant to Section :
212 of the Civil Service Law. :

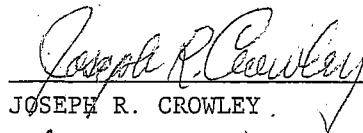
At a meeting of the Public Employment Relations Board held on the 4th day of February, 1974, and after consideration of the application of the Town of Oyster Bay made pursuant to Section 212 of the Civil Service Law for a determination that Local Law No. 6-1967 as last amended by Local Law No. 5-1973 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and same hereby is approved upon the determination of the Board that the Local Law aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

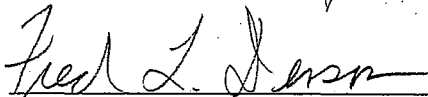
Dated, Albany, New York
February 4, 1974



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

January 30, 1974

#3B-2/4/74

TO: PERB

FROM: Martin L. Barr

RE: William B. Martin, Sheriff of Ulster County
v. Ulster County Unit of Ulster County Chapter
of the CSEA, Inc, Case U-0805

In Case U-0805 by decision and order dated December 7, 1973, this Board found that the Sheriff of Ulster County had improperly refused to execute a contract reached between the CSEA and the County and Sheriff and ordered the Sheriff to execute such agreement. By letter dated January 16, 1974, the CSEA advises that the contract embodying the terms and conditions agreed upon was forwarded to the Sheriff and he has refused to execute such contract. CSEA requests this Board to seek judicial enforcement of the order. It appears that such an enforcement proceeding is warranted at this time. It is recommended that the Board authorize Counsel to institute a proceeding to enforce the order.

MLB:ap