

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

	X	Case No.
Laborers International Union,	X	
Local 17	X	A-2009-547
and	X	
County of Sullivan	X	AWARD
	X	and
	X	OPINION
Grievance: Transfer of Bargaining Unit Work	X	

Appearances:

For the Union

Meyer, Suozzi, English & Klein
By: Richard S. Corenthal, Esq.
Richard Messina, Representative
Rosetta Austin, Grievant
Kim Szabo-Lutz, Grievant

For the County

Coughlin & Gerhart
By: Joseph J. Stefflik, Jr., Esq.

In accordance with the Arbitration Provisions of the Agreement between Laborers International Union, Local 17 (hereinafter referred to as the "Union") and County of Sullivan, New York State (hereinafter referred to as the "County"), the undersigned was designated as the Arbitrator to hear and decide the dispute between the Parties.

Each Party presented issues to be addressed. From the Union's perspective:

Did the County violate Article II, Section 201 and Article VIII 814.3 and 815 of the Agreement by transferring bargaining unit member Kim Szabo-Lutz's senior account clerk/typist duties out of the Department of Public Works unit, to the Treasurer's Office causing the layoff of bargaining unit member Rosetta Austin, a senior account clerk? If so, what shall the remedy be?

The County proposes the following threshold issues:

- A. Was the demand for arbitration/grievance timely filed pursuant to the Agreement?
- B. Is the determination of the County to abolish positions,

pursuant to the New York State Civil Service Law section 80,
the proper subject of arbitration?

C. Is Szabo-Lutz's retreat and the bumping of Rosetta Austin
as a result of the abolishment of the position abolishment arbitable?

It was agreed that the undersigned would address these issues in the Opinion and Award.

Hearings were held on September 28, 2010 in the Union offices in Newburgh, New York and in the County offices in Monticello, New York on May 3rd and June 20, 2011, at which the representatives of the Parties appeared. Full opportunity was offered to them to offer evidence and argument and to examine and cross-examine witnesses. Subsequently the parties submitted detailed briefs, reply briefs, and additional material for consideration.

Background

For many years the Union has had successive contracts with the County covering positions in the Department of Public Works (DPW). This included employees in the solid waste operation (the central landfill operation in Monticello and a number of stations throughout the County). For some ten years up until January 2010, Kim Szabo-Lutz had the Senior Account Clerk/Typist (SACT) position. It was located full-time at the landfill. The record herein contains her detailed testimony as to the nature of her duties.

In 2009 the County, experiencing fiscal difficulties, determined to eliminate some 100 positions, and lay-off a good number of employees. Among the cut-backs was the closing of the Monticello landfill, with the outlying sites remaining to serve as solid waste transfer stations. Discussions with the Union resulted in the restructuring of solid waste operations, preserving jobs for 15 former DPW employees, who remained covered by Local 17.

Mrs. Szabo-Lutz's SACT position at the landfill was abolished. She returned to a Senior Account Clerk (SAC, grade 3) position, still in DPW, but located in the government center. That SAC

position had been filled by Rosetta Austin; one of the employees laid off. She was then placed on a preferred list for rehire. A new position with a new job description (CityEx 5), was created in the Treasurer's Office. Its title was User Fee Collection Specialist (UFCS). Among its contemplated duties were the revenues, and data related to the County's solid waste operation. Another employee, JG, was hired to perform that work.

After several months it was determined by the Treasurer's Office that JG would not work out, and the UFCS position was eliminated. A SAC opening in that office was filled in May, 2010 by taking Ms. Austin from that preferred list. This SAC position is covered by a contract with IBT Local 445, a different union. A dispute between the parties as to whether or not Szabo-Lutz's SACT duties at the landfill were, in fact, abolished, or completely transferred to the Treasurer's Office (and the ensuing impact on Austin, and Local 17) results in this proceeding.

Article III Union Rights and recognition provides:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries and working conditions and the administration of grievances arising thereunder, for the term of the agreement for all employees whose job titles are set forth on Schedule A of this Agreement...

Article VIII, Seniority, Layoffs states in 814.3:

In the event of a reduction in the work force in the competitive class employees who hold a permanent position in a title, may displace another employee serving in the same title, or in a title in direct line of promotion, provided, however, that no employee shall displace another employee having greater seniority; a competitive class employee who is being laid off and who cannot bump into another competitive position because that is a filled position to which he cannot apply has seniority to bump, may elect to bump into a non-competitive or labor class position provided he has seniority pursuant to Civil Service Rules and Regulations

and 815:

When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. The Union shall be notified at the same time. If an employee fails to report for work within ten (10) days from the date of mailing of a notice of recall, he shall be considered to have resigned.

The Union's Position

The Union contends, inter alia, that shifting the duties of the SACT Landfill (DPW) position, to a position in the Treasurer's Office outside the bargaining unit (together with its effect on Austin's SAC position) violated Article II, the Union recognition clause. That work belonged and belongs under the Local 17 contract. County officials have admitted that the SACT landfill work since then has been performed outside the unit. Austin's testimony that the work remained identical supports this assertion. Therefore, it is clear that the SACT landfill position was not abolished or eliminated. Szabo-Lutz was directed to go to the Treasurer's Office to train JG in the very duties she had performed at the landfill; using the very computer and programs she had operated in that location.

Article XVII, Employer Rights, does not give the County the right to transfer bargaining unit work to a position outside the unit. It does have the right to design, relocate or remove facilities (e.g. solid waste operations). However, this control over operations does not include removing existing work from the unit; just as Article XXI prohibits subcontracting if it "results in the elimination of employment in the Employer's regular workforce." Going beyond the clear sense of the Agreement by transferring work from one bargaining to another represented by a different union, makes for harsh results not anticipated by the labor-management relationship.

The Union further asserts that this transfer of job duties violates the seniority provisions in Article VIII, Section 814.4 and 815. A layoff, occurring to County Personnel Director C. Hill, mean "you're getting rid of positions." But Austin's position was not abolished or eliminated. Neither was Szabo-Lutz's SACT (landfill) position. It was transferred to JG under a different title, then reclassified

to yet another title to be filled by Austin and her successor. The SACT landfill position was moved around, but it still exists today.

Article VIII's bumping layoff provisions apply only when there is a legitimate elimination of jobs. Mrs. Hill testified that when the SACT job was abolished, the UFC'S job continuing the SACT work was created. This "job creation" was but a pretext to shift the Local 17 position to a unit under IBT Local 445; a forfeiture contrary to the CBA.

The County's reliance on NY State Civil Service Law §80 is incorrect. The CBA would be rendered meaningless if the County could consider the grievance not arbitrable under these circumstances. Section 80 sets out rules upon abolishment of or reduction in positions. It does not give the County the right to bump and layoff employees when their positions have not actually been abolished or eliminated.

In addition, the case law makes it clear that a County cannot simply declare a "fiscal crisis" on its own in order to abrogate the terms of a CBA. No state legislative financial control was enacted; and the County was never placed in bankruptcy or receivership. Nor has an extreme financial crisis been demonstrated here. A County simply cannot make a claim that positions have been abolished to revoke its CBA obligations.

As remedy the Union asks to have Ms. Szabo-Lutz returned to her former Grade 4 position as a SACT within Local 17's bargaining unit, even if that position remains in the Treasurer's Office. She should be made whole for the difference in pay since she was removed from her SACT position, including any differences in benefits and OT. Ms. Austin should also be made whole for her loss of earnings and benefits during her layoff from Jan. 1, 2010 until May 10, 2010, as well as for the SACT grade 4 rate she should have been paid while in the Treasurer's Office, including any lost benefits and OT (with a credit to the County for any increase as a result of a Local 445 grievance). Ms. Goldsmith,

who replaced Austin at the position in the Treasurer's Office, should also receive any similar differentials in pay and benefits.

Local 17 should be awarded for the loss of any union dues it would have received absent the improper transfer of bargaining unit worker. In addition, interest on all these claims should be paid from January 2010. Finally, the Union sees the grievance as timely and therefore arbitrable. Time limits were tolled while the parties had ongoing discussions towards resolution. The final meeting was mutually agreed upon as a step 3 under the grievance procedure, leading to arbitration. No mention of timeliness was made until this hearing. Moreover, the contract violations are continuous. Thus a grievance can be filed at any time. The Union emphasizes that there was no rebuttal presented to the Union's evidence of ongoing discussions aimed at resolution. Finally, any attempt to run implead Local 445 after the hearings were closed and the briefs submitted, is itself untimely and should be rejected.

The County's Position

The County raised a number of threshold issues seeking dismissal of the grievance. Decision was reserved until the rendering of the Award. It contends that the demand for arbitration/grievance was not timely filed pursuant to the Agreement. Article 1801(b) provides that the filing must be made within "...thirty (30) days of the acts or circumstances giving rise to the grievance," (Calendar days), and "failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step."

Contract violation, according to the Union, occurred on January 1, 2010. Szabo-Lutz, Austin and the Union received notice of the layoffs and retreat/bumpings on December 17, 30, 2009 (Cty Exs. 1, 2, 3, 4). During the first week in January 2010 Austin asked the Union to file on her behalf. Yet the grievance was not filed until March 1, 2010, at the earliest, or after approximately 60 calendar days had elapsed.

Contractual limitations on the time periods within which grievances must be filed are strictly enforced, and untimely grievances will be refused a hearing according to numerous awards. Not to dismiss here would mean a rewriting of the Agreement. The County did not waive any objection as to the timeliness of the grievance. Any such waiver must be clear and unequivocal; a circumstance not in this record.

The County further asserts that its determination to abolish positions pursuant to Civil Service Law Sec. 80 is not the proper subject of arbitration. Specifically, Section 80 empowers a public employer to abolish positions in the interest of economy; and then governs the procedure to implement such a decision. These are statutory rights which cannot be circumscribed by a collective bargaining agreement. In other words "any Statutory, constitutional or public policy prohibition against arbitration of the issue in dispute ends the proceeding." There is no evidence that Sullivan County abolished positions for other than economic considerations, as per Statute.

Substantively, the County's position is that Article 1701 of the CBA provides it the authority:

- C. To hire, promote, transfer, assign and retain employees, and to suspend demote, discharge or to the disciplinary action against employees; (emphasis added).
- d. To relieve employees from duties because of lack of work, or other legitimate reasons.

Article 1803(d) specifically reads:

The arbitrator shall not have authority to amend, modify or delete any provisions of this agreement.

The Union has incorrectly characterized the abolishment of the SACT position in the landfill, Sazbo-Lutz's retreat to the site position in the DPW main office, and the resulting Austin layoff as an impermissible erosion of the bargaining unit. That characterization is contrary to the law and to the facts. The abolishment was pursuant to Statute; the retreat to the SAC position in DPW's main office,

and Austin's right to be placed on a preferred list for employment in a vacant position were also in accord with law.

Any allegations of anti-union animus are controverted by the fact that the Austin position remained in a union bargaining unit; now represented by IBT Local 445. In addition those fifteen workers remain represented by Local 17. Nor is it factually accurate that the SACT position was not abolished, but merely transferred to the Treasurer's Office, resulting in an improper elimination of Local 17 covered work. The County created a new USFC position in the Treasurer's Office, involving wider and more extensive duties than previously performed by Szabo-Lutz in the SACT landfill DPW position. These included County-wide duties involving, among others, tax and foreclosure functions. Although reclassified for Austin, the position still had broader scope than just solid waste operations.

In its reply brief the County states that "one issue has arisen which did not come to the attention of the Parties during arbitration. The relief requested by Local 17 would impact on the bargaining unit represented by IBT 445. It would appear that IBT is a necessary party. Therefore, the proceeding is procedurally defective. IBT 445 must have had the opportunity to participate in the arbitration."

The County asks that the grievance demand for arbitration be dismissed or denied for the reasons set forth above. Assuming, arguendo, that the issue may be subject to arbitration, Local 17 has failed to meet its burden of proof that the actions taken by Sullivan County were made in bad faith, for the sole purpose of denying Szabo-Lutz or Austin of their employment rights, in violation of the Civil Service Law. Indeed, Szabo-Lutz never filed a grievance and neither she nor Austin seek any remedy. At best, the proper forum for the Union, which seeks to overturn the County's legislative determination to abolish a position or the order of bumping in pursuance of Civil Service Law Section, would be to bring a) an application to PERB for unit clarification or unit placement; b) or an Article 78 petition to the appropriate Civil Service Agency; or c) a petition to the State Supreme Court. This dispute does not belong in arbitration.

DISCUSSION

I. Time Limits

The Union argues that as a result of emails between its representative R. Messina and DPW Director R. Meyer referring to Austin, and the arrangements for the fifteen employees; reference to a mutual conference call with the head of the Union; the meetings of the County's Personnel Director with the shop stewards, and affected employees over the impact of the personnel changes; Meyer's stating that the SACT duties still had to be performed, and that there may have been discussions about the transfer of DPW billings to the Treasurer's Office, and that half of the laid off employees came from the DPW; the agreement to treat the final meeting as a step 3 under the grievance procedure; and the absence of an objection based on time limits, it was mutually understood that the filing of a grievance would await the outcome of these exchanges, and that the parties understood that the effective date of any grievance at least would be January 1, 2010.

Timeliness of a grievance can be raised at arbitration, even if not raised prior thereto. There are circumstances where arbitrations have concluded that there was a mutual agreement to set contract time limits aside. This result must however, be based on a record more compelling than that presented by the Union. All the more when 1801 b of the grievance procedure states, "It is the intention of the Parties that a time limit set forth in this article be of the essence, unless otherwise mutually agreed between the parties on a specific case." Thus, a grievance filed as if of January 1, 2010 is time barred.

There remains, nevertheless, the well recognized doctrine of a continuing violation. Where the circumstances being grieved are ongoing, i.e., on a regular or daily basis, then each new violation causes a separate grievance to arise. Each occurrence triggers a new application of grievance time limits. There can be no retrieval of "time lost," but such a grievance would be valid as of its date of filing. Therefore I find that the grievance herein was timely filed as of March 1, 2010.

II. Subject Matter Authority

Citing considerable authority, the County asserts that New York State Civil Service Law, Sections 80 and 81, gives it exclusive statutory authority to consolidate, abolish or transfer positions (here due to financial pressures). Therefore these actions are not arbitrable; nor has the County ever agreed with the Union to arbitrate such decisions. In opposition the Union claims that the County took steps affecting personnel without having followed all the steps these statutory procedures require. In my opinion, the evaluation of this particular aspect of the dispute is better determined by other forums.

More germane to this arbitration proceeding is that the Union does not challenge the County's authority to abolish the SACT landfill position. It does, however, contest that this position was in fact abolished. It sees the DPW work as having remained intact, unilaterally transferred out of the DPW bargaining unit and placed within the jurisdiction of a different union entirely. In other words, there was no de facto abolishment of the SACT landfill position, and the way in which it was handled, together with the resulting personnel ramifications, violated provisions of the Agreement.

Article XVIII, 1801 (a) states: "A grievance is defined as any claimed dispute as to application or interpretation of this Agreement." Under Article II, Union Rights and Recognition:

The Employer recognizes the Union as the sole and exclusive bargaining agent... for the term of this Agreement for all employees whose job titles are set forth in Schedule A....

Page 2 of the LIU Salary Schedule refers to positions in the "Department of Public Works Unit" that were affected by the abolishment of the SACT DPW landfill position, namely, Grade III Senior Accounting Clerk, and Grade IV Senior Account Clerk/Typist." Article VIII, Sections 814.3 and 815 are seniority rules, and rules applicable to "reduction in the workforce" and layoff triggered "bumping rights." Thus the issue raised by this grievance is whether or not the landfill position and its SACT

landfill position was actually abolished; and did the way in which the County handled it violate any of the contract provisions cited? Clearly this is not a dispute about statutes, but over the interpretation or application of the Agreement.

According to the County another reason to oppose arbitration is found in Article XVII, Employer Rights, which says in 1701 c that the County has the authority "to hire, promote, transfer, assign and retain employees... (among other actions). Under 1701 c the County also has the authority to relieve employees from duties because of lack of work, or other legitimate reasons. Nonetheless, the full reading of Article XVII, 1707, supplies the context in which the Parties intended these management right to be operative. The Preamble to 1701 recites that these rights pertain "Except to the extent modified by the terms of this Agreement." Consequently these management rights are not unlimited, and the grievance questions their applicability here, i.e., a dispute over the interpretation and application of contract language.

III. Participation of IBT Local 445

In its reply brief the County objects to this arbitration as procedurally flawed because IBT Local 445 must have the opportunity to participate. In my opinion, this application comes too late in this proceeding. There have been three hearings spread over a number of months, and extensive briefs, followed by detailed reply briefs. No doubt IBT Local 445 is fully capable of protecting its rights and interests, should it determine to do so. The County's application is denied.

IV. Was the Position Abolished?

In 2009 the County created a position in the Treasurer's Office that, it maintains, was intended to cover a variety of County-wide duties, including implementation of the Solid Waste user operation. It was titled User Fee Collection Specialist (Cty's Ex 5). JG, a former employee was hired to fill the

position. During the period JG held the position in 2010, Ms. Szabo-Lutz, who was now working in the DPW office at the center as a SAC, was directed to assist JG on the Solid Waste duties. She initially did so by going to the Treasurer's Office, where the work was being performed.

When at the Treasurer's Office, Szabo-Lutz learned that JG was using the computer she had used while at the landfill position. The waste works program, and other information she had put into the system when working at the landfill, had also remained incorporated into that computer system. The work she was directed to help JG learn was that which she had performed when stationed at the landfill.

The County determined that JG was unable to perform the UFCS duties satisfactorily, and the position was eliminated. A senior account clerk position in the Treasurer's Office was open. It was filled by Austin who was familiar with the waste works system from prior work in the DPW. Thus the key factual question is whether or not the work of the SACT in the landfill was being performed in the Treasurer's Office.

Ms. Szabo-Lutz testified in detail about her waste works duties at the landfill. She also "went many times" to train (JG) in Waste Works". Using the computer she had at the landfill she "proceeded to teach her everything I did before...the same thing" she had previously performed. She also described in detail how she continued to tutor JG over the phone and through a "screen setup from her DPW office."

Rosetta Austin testified that when she was brought in to the Treasurer's Office after JG left, she picked up the waste works duties. She added that, based on her prior first hand DPW experience, her work was "identical with what Lutz was doing"(which she also detailed in the record). Austin also said that when she "found out that someone was doing the exact same job description in the Treasurer's Office" she contacted the Union.

Kim Hogue, a long time employee at the landfill, testified that she had worked there with Szabo-Lutz and assisted in covering the SACT work when Szabo-Lutz was out. She continued to work in

DPW's solid waste operation after the changes, and thus still had waste information to report in on a regular basis. She testified that the solid waste information she had been communicating daily to Szabo-Lutz at the landfill she communicated to JG, and then to Austin at the Treasurer's Office in 2010. She described telephone calls, and computer interfaces with them, as she had with Szabo-Lutz, using the same Waste Works program. According to Hogue, Austin now ran the "mother computer" for the system. It was the job "that Szabo-Lutz did before."

The County maintains that the Waste Works duties performed in the Treasurer's Office by JG and then Austin, were but a part of many other duties required by the position. JG, who did not work out, did not testify. Austin was asked "how much time in that position did she spend on performing work related to the Waste Works program and work for the Department of Public Works?" her response:

The majority of the day was spent doing reports, billing, posting payments, doing the payment deposit, answering questions from the transfer station operators or (DPW directors). So the majority of the day was with anything that DPW required as far as landfill information or billing.

When asked to be more specific, Austin estimated "Well, I had a seven hour day , so I would say that probably five hours of the day..." were required for Waste Works duties.

County Personnel Officer C. Hill testified that Austin's SAC duties in the Treasurer's Office would have included accounts payable, accounts receivable, taxes for the whole County. This testimony was very general in nature, and Hill conceded on cross-examination that she had no personal knowledge of Szabo-Lutz's duties at the landfill; that she wasn't sure of all of Austin's duties ("... I don't have specific knowledge"). She also was unaware that Szabo-Lutz was directed to train the person holding the new position in the Treasurer's Office.

Deputy Treasurer Nancy Buck's testimony was that when created the User Fee Collection Specialist position was to include broad tax and computer system development duties. At some point Waste Works was added on. After JG it was decided "to lower" the level of duties. The SAC position filled by Austin was the result. According to Buck, Austin took over JG's duties, "but to a point." She said Austin did pick up the waste works tasks on a separate computer (no doubt the one taken from Szabo-Lutz's landfill site).

Buck sought to show that there was considerably more to Austin's day than the DPW works. She mentioned the tax and foreclosure area. Tax bills came in once a year and "she was learning it," and "how to take phone calls from people or how to wait on people at the counter, besides her day doing the waste works." When asked to expand on this Buck added:

She did a lot of help in our tax department. She would help with phone calls with people at the counter. She's a notary and we get a lot of things that need to be notarized. She would help with deposits. Our phone rings all day long and people are in all day. That alone could be a job by itself. But Rosetta picked up, whatever it was needed an extra hand.

No County witness provided an estimate of the amount of time Austin spent on each type of task, let alone the precise nature of the tasks themselves (cp. details provided by Szabo-Lutz, Austin & Hogue). No doubt the County had plans for the User Fee Collection Specialist position, in creating a higher level job. But that, apparently, was not achieved. I conclude that approximately five-sevenths of Austin's day in the Treasurer's Office SAC position was fully occupied with Waste Works system duties. The remainder of the working day, she helped out "here and there" as needed.

This record establishes that the County not only physically moved the SACT position computer (along with its supporting operation and documents), the position covered by the LIU Local 17 contract, from the DPW landfill to the Treasurer's Office, but assigned that work and computer to a position

covered by IBT Local 445. Given other duties, this raises the question of how much of the position had to continue to be performed in the Treasurer's Office to support a finding that it had not been abolished?

The dictionary sense of "abolishment" is "to do away with; put an end to; get rid of." Work place realities may well make complete elimination impractical. Some duties may survive within a different assignment created by management. In any particular setting this may result in a clash of long recognized interests; operating efficiency as against maintenance of the Scope of the bargaining unit, and support of its members. Contractor A.L. Belcher's award in Holland Plastic, Inc. 74 LA 69, surveys the principles involved.

In fashioning an award with respect to sending out the work of transporting materials, the Arbitrator determined that it remained bargaining unit work when there were "long haul shipments consisting of at least 50% Holland products picked up..." Here five-sevenths of the working day devoted to DPW work is well in excess of that 50% threshold. I find that the tasks and duties associated with Szabo-Lutz's SACT Landfill DPW position were not abolished. That landfill work continued to be performed by JG, and Austin (and successor) in the Treasurer's Office, after Szabo-Lutz was put into the lower SAC grade at a different DPW office. Thus it fully remained within the scope of Local 17 representation.

Personnel Officer Hill, as related above, did discuss bumping and retreating rights. She never mentioned to the Union that Szabo-Lutz's prior work was being moved over intact to the Treasurer's Office under another Union's contract. Indeed, as previously mentioned, Hill had no knowledge of what Szabo-Lutz did at the landfill. DPW Commissioner Meyer could not recall if that move had even been discussed with Local 17. This results in a finding that the County never notified nor engaged in a discussion with the Union about moving the SACT Landfill work to the Treasurer's Office, in violation of the CBA. The resultant impact on DPW employee Szabo-Lutz and Austin perforce violated the Agreement.

In sum, the non-abolishment of the position in issue, its transfer to a unit represented by a different union, all without notification and discussion was improper under the collective bargaining agreement. A final observation. The majority decision in New York State Court of Appeals case Johnson City Professional Firefighters and the Village of Johnson City is cited by the County in support of its actions due to financial exigency. Based as it is on a layoff clause in that collective bargaining agreement, it is distinguishable from the instant dispute.

V. Remedy

In view of the many ramifications on individuals and positions as a result of these contract violations, I direct that the Parties engage forthwith in an attempt to mutually negotiate a remedy. Arbitral jurisdiction will be maintained. If by May 1, 2012 there has been no mutual resolution, this proceeding may be re-opened to hear and determine all outstanding issues relating to remedy.

AWARD

1. The grievance was timely filed as of March 1, 2010.
2. The position abolishment, and subsequent retreat and bumping of employees is a proper subject of arbitration as an alleged violation of the Collective Bargaining Agreement.
3. The County's application to implead IBT Local 445 is denied.
4. The County violated Article II, Section 201 and Article VIII 814.3 and 815 of the Agreement by transferring bargaining unit member Kim Szabo-Lutz's Senior Account Clerk/Typist job duties out of the Department of Public Works unit to the Treasurer's Office, causing the layoff of bargaining unit member Rosetta Austin, a Senior Account Clerk.
5. The matter of remedy is remanded to the Parties for mutual resolution in accordance with opinion herein.

