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Dr. Cathryne A. Welch, R.N. EdD.
Board of Directors, New York State Nurses Association
2113 Western Avenue
Guilderland, New York 12084

In a meeting held in Buffalo, New York on September 24th, 1981, the following points were agreed upon by those in attendance and representing various councils in Region I.

1. More representation than is presently available is needed to adequately service the 1450 Nurses currently under N.Y.S.N.A. Contracts in Region I.
 - A. It is the feeling of this group that the following is minimum staff to adequately represent our councils:
 - One Regional Coordinator
 - One Labor Representative
 - One Nursing Representative
 - One Administrative Assistant
 - B. The above mentioned positions shall be full time positions filled by N.Y.S.N.A. staff members based at and working from the Buffalo Office and having residence in this geographic area.
 - C. These positions shall be permanently filled by January 1st, 1982. In the interim, these positions shall be filled on a temporary basis by existing N.Y.S.N.A. staff. They shall be based out of the Buffalo Office on a full time basis.
2. June MacDowall has proven by past record her effectiveness as Regional Coordinator. The councils would remind N.Y.S.N.A. that Region I covers an area requiring four and one half hours driving time to cover. The quality of Ms. MacDowall's representation in our opinion is excellent, but the quantity of work expected of one human being is overwhelming. Therefore, the councils would encourage N.Y.S.N.A. to explore avenues to retain June MacDowall in her present position and provide her with a minimum of the above mentioned staff to meet N.Y.S.N.A.'s contractual requirements to appropriately service the contracts of the 1450 represented nurses of Region I.
3. There shall be a standard operational procedure developed by January 1st, 1982 to provide for the organization of new councils by N.Y.S.N.A. staff for those areas of health delivery in which nurses request representation through the N.Y.S.N.A.'s EG and W Program. The staff for organizing new councils shall be in addition to that mentioned above but need not be permanently based at the Buffalo Office.
4. The undersigned represented councils request a written response to all items here-in addressed by noon on October 19th, 1981. Failure to meet this deadline will necessitate the addressing of these issues on the convention floor and any other action deemed necessary and appropriate.

cc: Kathleen Hoover, R.N.

Maureen J. Jetterman	ELMC
Susan J. Jurek	ELMC
Betty Kell	ELMC
Mary A. Leblis	ECAD
Helen V. Greta	ACHD
Nancy Schmid	Buff VAMC
Jimmy Harmon	Alleg. CHD
Kathleen Burkett	E.C.H.C.
Elizabeth Burr	I.C.M.H. Newfane
Beverly Hudemann	ICMHA Newfane
Edith E. Ward	American Red Cross GBC
Maryam Momen	A.R.C.
Andrea Lechner	Jamestown Visiting Nurse
Theresa Anderson	Jamestown VNA
Carol Holmer	Jennington Co. Dept Health
Blair Hall	Windsor Co. Dept Health
Sandy Odrowski	Windsor A.R.C.
Barbara Kyprian	ECAD
Annexa James	E.C.H.C.
Josephine Brewer	Lockport Memorial
Ann Mank	Odd Fellows & Rebekah Nursing Home
Patricia Heiger	Bertrand Chaffee Hosp.

Council - Nursing
Practitioners

RULES OF
NEW YORK STATE NURSES ASSOCIATION
COUNCIL OF NURSING PRACTITIONERS
OF

(Name of Employing Agency)

1. NAME.

The name of this organization shall be the New York State Nurses Association Council of Nursing Practitioners of (name of employing agency).

2. OBJECTIVE.

The objective of this Council is to bring about specific improvements in nursing practice and employment conditions for the registered professional nurses at (name of employing agency) through representation by the New York State Nurses Association.

3. MEMBERSHIP AND VOTING BODY.

- A. Members of this Council are those registered professional nurses employed by (name of employing agency) as bargaining unit nurses.
- B. All current members of the New York State Nurses Association within the bargaining unit have the privilege of voting.

4. OFFICERS AND DUTIES OF OFFICERS.

A. Officers.

The officers of this Council shall be a Chairperson, Vice-Chairperson, Secretary, Grievance Chairperson, Membership Chairperson, and Nurse Delegate(s). (There may be Alternate Nurse Delegates.)

or

Chairperson, Chairperson-Elect, Secretary, Grievance Chairperson, Membership Chairperson, and Nurse Delegate(s). (There may be Alternate Nurse Delegates.)

or

Co-Chairpersons, Secretary, Grievance Chairperson, Membership Chairperson, and Nurse Delegate(s). (There may be Alternate Nurse Delegates.)

These officers shall compose the Executive Committee of this Council.

- B. (1) The term of office of the Chairperson (or Co-Chairpersons) shall be one (1) year (or two (2) years) (or the term of the collective bargaining agreement) or until a successor is elected.

- (2) The term of office of the *Vice-Chairperson* shall be one (1) year (or two (2) years) (or the term of the collective bargaining agreement) or until a successor is elected.

or

The term of office of the *Chairperson-Elect* shall be one (1) year and the *Chairperson-Elect* shall become *Chairperson*.

- (3) The term of office of the *Secretary, Grievance Chairperson, Membership Chairperson, Nurse Delegate(s)* shall be one (1) year (or two (2) years).
- (4) The officers shall assume the duties of their office at the adjournment of the annual meeting at which they were elected.

C. *Duties of Officers.*

- (1) The *Chairperson (or Co-Chairpersons)* shall preside at all meetings of the Council; appoint standing and special committees in collaboration with the Executive Committee (except the Committee on Nominations, which shall be elected by the members); be an *ex-officio* member of all committees, except the Committee on Nominations; shall serve as the Council's representative at the New York State Nurses Association's Annual Convention and at other New York State Nurses Association programs; and perform all other necessary duties pertaining to the office.
- (2) The *Vice-Chairperson* shall assume duties as assigned by the *Chairperson* and/or the Executive Committee. In the absence of the *Chairperson*, the *Vice-Chairperson* shall perform the duties of the *Chairperson* and shall become the *Chairperson* in case of a vacancy in that office.

or

The *Chairperson-Elect* shall assume duties as assigned by the *Chairperson* and/or the Executive Committee. In the absence of the *Chairperson*, the *Chairperson-Elect* shall perform the duties of the *Chairperson* and shall become the *Chairperson* in case of a vacancy in that office.

- (3) The *Secretary* shall notify all officers and committees of their election or appointment; notify the NYSNA General Representative of the names, complete home addresses and telephone numbers of the officers and committee chairpersons; notify the members of the

time and place of all meetings and of the names and telephone numbers (business) of the officers and committee chairpersons; keep the minutes of the Executive Committee and general membership meetings and forward copies to the NYSNA General Representative; conduct the general correspondence of the Council and furnish committees with all papers referred to them.

- (4) The *Grievance Chairperson* shall investigate problems of employment and personnel practices of members; process grievances and carry out the functions of the Grievance Committee.

or

The *Nurse Delegate* shall attend Council meetings and shall be the *Grievance Chairperson*. The *Alternate Delegate* shall act in the absence of the *Nurse Delegate* and shall be a member of the Grievance Committee.

- (5) The *Membership Chairperson* shall provide NYSNA and Council information to newly employed Council members; chair the Membership Committee; arrange for meeting places and carry out the functions of the Membership Committee.

- (6) The officers of the Council may participate in all negotiations.

- D. The *Delegate Body* shall be composed of (number) delegates, (number) from each (division, area, unit) who shall attend Council and Delegate Body meetings and represent nurses from their (division, area, unit) in these meetings; bring to the Delegate Body for action those issues which affect nursing practice and employment conditions in the agency; maintain a flow of communication to and from the nurses they represent; be grievance representatives for the nurses they represent; report grievance actions to the Delegate Body; perform other duties as deemed necessary by the Executive Committee.

Alternate Delegates shall act in the absence of the *Delegate*; assist the *Delegate* when necessary; fill the *Delegate* vacancy, should one occur.

- E. *Vacancies* shall, except for the *Chairperson*, be filled by appointment by the Executive Committee until an election can be held.

5. ELECTIONS.

A. *Option 1.*

At each annual meeting a *Chairperson* shall be elected.

In the odd year, the *Secretary* shall be elected.

In the even year, the *Nurse Delegate(s)* shall be elected. The person receiving the (*second*) highest number of votes shall serve as *Alternate Nurse Delegate*.

Option 2.

The officers and delegates shall be elected at each (*annual or biennial*) meeting to serve for (*one or two*) year(s) or until their successors have been elected.

Option 3.

The officers and delegates shall be elected at each annual meeting to serve for two (2) years or until their successors have been elected. In the even numbered years, the (*Chairperson, Secretary, Grievance Chairperson and Delegates from (specify) divisions*) shall be elected. In the odd numbered years the (*Vice-Chairperson, Grievance Co-Chairperson, Membership Chairperson and Delegates from (specify) divisions*) shall be elected.

Option 4.

Option 3, but all *Delegates* elected every year.

Option 5.

(a) Option 2 or 3, deleting reference to *Delegates*.

(b) *Delegates* shall be elected by the membership of their respective (*division, area, unit*).

- B. At each annual meeting, at least three (3) members shall be elected to serve on the Committee on Nominations. The person receiving the greatest number of votes shall serve as *Chairperson*.
- C. A plurality vote of the members present and voting shall constitute an election.

OR

A plurality vote of the members voting shall constitute an election.

- D. Additional nominations may be made from the floor and voting shall not be limited to the nominees, with the receipt of prior consent to serve, if elected.
- E. All elections should be by secret ballot.
- F. Tellers shall be appointed by the *Chairperson* prior to the voting period.

G. In case of any tie, the choice shall be decided by lot.

6. *STANDING COMMITTEES.*

- A. Committees shall be composed of members of the Council and shall assume such duties as are assigned by the Executive Committee and/or the *Chairperson* and shall be specified in these Rules.
- B. There shall be the following standing committees which shall consist of at least three (3) members each:
 - (1) Nursing Practice Committee
 - (2) Committee on Rules
 - (3) Committee on Nominations (elected)
 - (4) Committee on Program
 - (5) Committee on Grievance
 - (6) Committee on Membership
 - (7) Committee on Negotiations
 - (8) Executive Committee
- C. The *Nursing Practice Committee* shall receive nursing practice concerns from the membership and work with them to find ways to implement the Nurse Practice Act, the Code for Nurses, the Standards for Nursing Practice, and the highest quality of nursing care.
- D. The *Committee on Rules* shall suggest or receive all proposed revisions to the Rules of this Council and shall submit the proposed revisions for action to the voting body of the Council as specified in these Rules.
- E. The *Committee on Nominations* shall prepare a ticket consisting of at least two (2) nominees for each office (officers and committees) to be filled. The ticket shall be presented to the members of this Council at least two (2) weeks prior to the annual meeting. No name shall be presented at this meeting, either from the *Committee on Nominations* or from the floor, unless the nominee is an NYSNA member and has consented to serve if elected.
- F. The *Committee on Program* shall prepare programs for the meetings of this Council.
- G. The *Committee on Grievance* shall accept and review grievances expressed by any member in regard to their employment situation and make suggestions for and/or assist the grievant in completing the written grievance form, insuring that all relevant facts are included and accurate; shall insist that all time limitations and other procedural provisions included in the current agreement are complied with; shall notify the General Representative orally and/or in written form of all problems that are being reviewed by the

Committee on Grievance. A copy of all completed grievance forms submitted to any or all steps of the grievance procedure shall be distributed to the grievant, the NYSNA General Representative, NYSNA Center for Nursing, and a copy retained by the *Committee on Grievance.*
(Identify the members of this Committee on bulletin boards.)

- H. The *Committee on Membership* shall present NYSNA membership information and application forms to all registered professional nurses employed in positions within the agency meeting eligibility requirements for Council membership; shall encourage all registered professional nurses to initiate and retain membership in NYSNA; shall insure that all members receive a copy of the Council Rules and the current agreement and develop, maintain and distribute a packet of information for new employees.
- I. The *Committee on Negotiations* shall be composed of members who (1) are officers of the Council or (2) shall be elected by the members at the annual meeting prior to the expiration date of the current agreement or (3) shall be appointed by the Executive Committee; shall actively seek from the members proposals to amend the current agreement; shall collect and analyze data supporting the proposals; shall work in concert with the NYSNA Representatives, developing the proposals and during the ongoing negotiations and (1) shall be empowered by the members to ratify the negotiated settlement or (2) shall present the negotiated settlement to the Council members at which time a vote is taken to accept or reject the negotiated settlement.

Ratification of a contract shall be by a majority vote of members in attendance at a meeting.

or

by a majority vote of the delegate body.

or

by an empowered *Negotiating Committee.*

- J. The *Executive Committee* shall be composed of officers of this Council OR the officers and *Committee Chairpersons.* This Committee shall transact all business occurring between regularly scheduled membership meetings. All transactions of this Committee shall be reported in full at the next regularly scheduled membership meeting. Meetings of this Committee shall be open to all Council members, but these Council members shall not have voting privileges at these meetings.

7. MEETINGS.

- A. Meetings of the Executive Committee of the Council shall be held on the (*insert day, e.g., second Monday*) of each

month at a time and place decided upon by the members of the Committee. These meetings will be open to the general membership of the Council.

- B. General membership meetings shall be held on the (*insert day, e.g., third Monday*) of each month at a time and place decided upon by the members and/or the Executive Committee.
- C. The annual meeting of this Council shall be held in the month of (*e.g., May*) at the time and place decided upon by the members.
- D. Regular meetings of the Delegate Body shall be held on the (*insert day, e.g., second Monday*) of every month at the time and place decided upon by the Delegate Body.
- E. Special meetings may be called by the *Chairperson* and shall be called by the *Chairperson* upon a majority vote of the members or upon written request by (*number*) members.

8. QUORUM.

- A. Two (2) officers, (*number*) Delegates, and (*average number of members attending a regular meeting*) shall constitute a quorum at any meeting of this Council.
- B. A majority shall constitute a quorum at any meeting of any committee.

9. VOLUNTARY WITHHOLDING OF NURSING SERVICES.

- A. *Strike Policy.*

The Council shall adhere to the *Policy to Assure Quality Nursing Care in the Conduct of the Association's Economic and General Welfare Program.*

- B. *Strike Authorization.*

- (1) A well-publicized meeting shall be held.
- (2) Voting shall be by open ballot.
- (3) Tellers shall be appointed by the *Chairperson* prior to the voting period.
- (4) A two-thirds (2/3rds) vote of the Council shall be required.
- (5) An NYSNA General Representative shall be in attendance at this meeting.

10. PARLIAMENTARY AUTHORITY.

The rules contained in *Robert's Rules of Order, Revised* shall govern meetings of this Council in all cases to which they are applicable and in which they are not inconsistent with these Rules.

11. AMENDMENTS.

- A. These Rules may be amended at any annual meeting by a two-thirds (2/3rds) vote of the members present and voting, provided the proposed revisions have been known to all members at least two (2) weeks prior to the meeting and have been discussed with the NYSNA Representative.
- B. These Rules may be amended without previous notice at any annual meeting by a ninety-nine per cent (99%) vote of the members present and voting.

The effective date of these Rules shall be *(Insert Date)*.

Rules adopted *(Insert Date)*.

Rules amended *(Insert Date)*.

Council - Nursing
practitioners

NEW YORK STATE NURSES ASSOCIATION
2113 Western Avenue
Guilderland, New York 12084

FACT SHEET RE: AGENCY SHOP FEE DEDUCTIONS FOR THE HEALTH AND HOSPITALS CORPORATION EMPLOYED NURSES REPRESENTED BY NYSNA FOR COLLECTIVE BARGAINING PURPOSES.

- Q. *What is provided for under the Agency Shop Law?*
- A. In essence, the law stipulates that employees who are represented by a certified employee organization - and who have not authorized deduction of membership dues - will have a fee equal to membership dues deducted from their salary.
- Q. *I now pay my annual membership dues directly to the Association and prefer to continue to do so. Would I be able to avoid having the Agency Shop Fee deducted if NYSNA notified the City that my membership is on an advance paid basis?*
- A. No. Prior to implementation of the law, all employee organizations offered to identify their advance paid members so that this group would be exempt from the Agency Shop deductions. Unfortunately, this offer was not acceptable to the City.
- Q. *How can I avoid future deductions of the Agency Shop Fee?*
- A. The only way to avoid the Agency Shop deduction is for the individual to authorize deduction of membership dues. Membership applications and dues deduction authorization forms are available from your Council officers and from NYSNA. Only full-time employees are eligible to authorize dues deductions. ALL completed forms should be returned to NYSNA.
- Q. *I wish to hold membership in all three levels of the organization. Does the City deduct these dues as well as dues for direct NYSNA membership? What are the current deductions for each kind of membership?*
- A. The City withholds dues for tri-level and direct NYSNA membership. Bi-weekly deductions for tri-level membership through District 13 are \$6.20; for tri-level membership through District 14 they are \$6.60 and for direct NYSNA are \$3.50.
- Q. *Why do you recommend holding membership in all three levels of the organization (district, state and national) rather than meeting the minimum requirement of direct NYSNA membership?*
- A. Ordinarily professionals are concerned with meeting more than minimal standards. Membership in all three levels of the organization allows the nurse to have a voice in decisions involving the profession at the local and national levels as well as at the state level. Dues for membership in the professional organization are a tax-deductible item.

(Over)

- 2 -

Q. *I am not a member of the Association. What is the advantage of converting my Agency Shop deductions to membership dues?*

A. The Agency Shop deduction does not confer any privileges of membership such as receipt of Association publications, the right to exercise the voting privilege and so forth. It is to your advantage to convert Agency Shop deductions to deduction of membership dues.

Q. *If I continue to send my annual membership dues directly to the Association, will my Agency Shop deductions be refunded?*

A. Yes. However, it is important to recognize that with the City's scheduling system there is approximately a four-month delay between the time the fee is withheld and when it is forwarded to the Association. As the fee is received from the City, we will refund it to the advance paid member.

Q. *Why is there such a delay between the time a deduction is withheld and when it is forwarded to the Association?*

A. The City's time table for deductions is spelled out in the Mayor's Executive Order of May 15, 1969. This regulation provides for the following:

TWO MONTHS AFTER THE ACTUAL WITHHOLDING DATE, THE DEDUCTION IS FORWARDED TO THE CHECK OFF SUBCOMMITTEE. THIS BODY CALCULATES THE CITY'S COSTS OF ADMINISTERING THE CHECK OFF SYSTEM, DEDUCTS THESE COSTS FROM THE DUES COLLECTED AND CARRIES OUT ALL ACCOUNT WORK RELATED TO DEDUCTIONS. ONLY AFTER ALL OF THESE STEPS HAVE BEEN COMPLETED IS THE DEDUCTION FORWARDED TO THE ASSOCIATION. THE DIFFERENCE BETWEEN THE ACTUAL WITHHOLDING DATE AND WHEN THE DEDUCTION REACHES THE ASSOCIATION IS IN THE NEIGHBORHOOD OF FOUR MONTHS.

Q. *Doesn't this delay result in my not being recognized as a member the first four months that my dues are deducted?*

A. Yes. However, the matter does equalize itself when you leave employment with the City, since the City also needs four months to notify the Association that an individual's dues are no longer being deducted. During this period the nurse continues to receive Association mailings and other benefits of membership.

Catherine Leach, R.N.
Deputy Director
Administration

CL/mhw-2/27/78
Revised mfp-11/1/78; 1/17/79; 9/2/80

GLOSSARY OF ECONOMIC AND GENERAL WELFARE PROGRAM TERMS

Agency Shop - A provision in the collective bargaining contract which provides that all employees in the bargaining unit must either join the bargaining organization or pay a service fee, which cannot legally exceed the dues rate.

Arbitration - A method of settling a dispute through recourse to an impartial third party whose decision is final and binding. Arbitration is voluntary when both parties of their own volition agree to submit a dispute to arbitration; it is compulsory when the two parties involved are required by law to submit the dispute to arbitration.

Authorization Card - A statement signed by the employee authorizing an organization to act as his/her representative in negotiating with management or administration.

Appropriate Unit - Group of employees in a hospital, agency, institution, etc., recognized by the employer or group of employers or designated by an authorized agency such as NYSLRB as appropriate for representation by a labor organization for purposes of collective bargaining.

Bargaining Agent - The organization recognized by the employer or certified by a government agency as the representative of a group of employees for purposes of collective bargaining.

Bargaining Unit - A group of employees recognized by the employer or designated by an authorized agency such as the National Labor Relations Board as appropriate for representation in bargaining collectively with their employer regarding their employment conditions.

Brief - A concise statement or outline containing requests for improvements in salaries and working conditions and the substantiating data in support of these requests.

Certification - Official formal designation of the exclusive bargaining agent or representative for employees in a particular bargaining unit--as, for example, the state nurses association designated officially to represent the nurses in a local unit.

Check-off - Practice whereby an employer, by agreement with the employees' association and upon written statement from each employee, regularly withholds dues from salary and transmits these funds to the association.

Collective Bargaining - Process whereby representatives of employees negotiate with employers to obtain a signed contract covering salaries, hours and other terms and conditions of

employment mutually agreeable to employees and the employer.

Company Union - A term used in industry to describe an employee organization created and supported by the employer; used historically to discourage formation of an independent employee organization.

Consent Election - Formal agreement on a petition and mutual agreement by employee's representative and employer that an election be scheduled under the auspices of the Labor Relations Board.

Consumer Price Index - An official measurement issued monthly by the United States Department of Labor's Bureau of Labor Statistics showing the average change in the prices of goods and services purchased by urban families; commonly called cost-of-living index.

Contract - Written evidence of an agreement between two or more persons. In industrial relations, a group contract is a written agreement between the employees and the employer which contains the conditions of employment applicable to a position or positions and which covers all employees in those positions. An individual contract is a written agreement between a person employed in an individual-type position and the employer, containing the terms of employment binding on the individual named.

Decision and Direction of Election - Official decision rendered by the Labor Relations Board, after examination and investigation into all the facts pertaining to a petition, such as composition of an appropriate unit and the Board's direction as to the manner in which the election will be conducted.

Decertification - Withdrawal by an official agency, such as NLRB of a labor organization's official recognition as exclusive bargaining representative following a petition and election designated for that purpose.

Election (Representation Election) - Election conducted to determine by a majority vote of the employees in an appropriate unit which, if any, organization the employees desire as their exclusive representative. These elections are usually conducted by NLRB or NYSLRB.

Fact-Finding Board - A group of individuals appointed by a governmental agency or agreed upon by the parties involved to investigate and make public the facts in a dispute.

Formal Hearing - A formal procedure conducted by a trial examiner of the Labor Relations Board in which testimony and other evidence is given as it relates to a petition or other issue before the Board. A full inquiry and complete record of the facts is obtained so that a determination, in the form of a decision, can be rendered by the Labor Relations Board.

Fringe Items - Benefits and services such as pensions, insurance, vacations and paid holidays received by employees in addition to regular salaries.

Grievance - Any complaint arising out of the terms and conditions of employment.

Grievance Procedure - A formal plan involving representation which outlines the channels for adjustment of grievances through progressively higher levels of administration.

Health and Welfare Plan - An employee benefit program which may include life insurance, hospital, medical and surgical protection, retirement insurance and similar items.

Impasse - A labor relations term meaning the point at which the parties to negotiations will compromise no further, but have not been able to reach settlement.

Increments - Salary increases which may be of two types. Automatic increments are salary increases guaranteed at specific time intervals between the minimum and maximum of the salary range. Merit increases are given at the discretion of the employer and are based on an evaluation of performance.

Inequities - Term applied to salary rates or working conditions that differ substantially from those prevailing within the employing establishment, in the locality or in the industry.

Informal Conference - Informal discussions held under the auspices of the Labor Relations Board of the employer and the representative of the employees pursuant to a petition, in an effort to resolve any issues and reach agreement to the mutual satisfaction of all parties involved. Should agreement not be reached, a formal hearing before the Labor Relations Board may be requested.

Intervention - A process by which, once a petition has been filed, another agent, organization, union or association files its intention to seek recognition as exclusive bargaining agent of the same group named in the petition.

Job Analysis - The study of a job to discover its duties and responsibilities, its mental and physical requirements and its relation to other jobs; usually prepared for establishing job descriptions and classifications.

Job Classification - The grouping of jobs in terms of skill, experience and training in relation to other jobs and similar considerations.

Job Description - A written statement developed by the employer listing the duties, responsibilities and requirements of a particular job.

Job Evaluation - A system of measuring jobs according to their requirements and relations with other jobs to establish salary schedules.

Labor Organization - Any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment or of other mutual aid or protection.

Local Unit - An organization of registered professional nurses employed at the same hospital or agency, formed primarily for the purpose of improving their employment conditions.

Management Prerogatives - A term used by employers to cover those policies or practices which they believe are not subject to negotiation.

Mediation - Efforts of a third party to adjust the differences between employer and employees through interpretation, suggestion and advice; used interchangeably with the term conciliation.

NLRB - National Labor Relations Board; agency created by the National Labor Relations Act, 1935, and continued through subsequent amendments, whose functions are to define appropriate bargaining units, to hold elections to determine representation of a group of employees, to certify labor organizations to represent employees, to interpret and apply the Act's Provisions prohibiting certain unfair practices of employers and labor organizations and otherwise to administer provisions of the Act, including in the case of voluntary hospitals and the implementation of the statutory impasse procedure.

OCB - Office of Collective Bargaining; agency created by the New York City Collective Bargaining Law whose functions are to define appropriate bargaining units, to hold elections, to determine representation of a group of employees, to certify labor organizations to represent employees, to administer the impasse procedures provided in the Law and otherwise to administer the provisions of the Law.

Personnel Policies - Statements formulated by the employer governing relations with the employees and administration of the terms of employment; employee participation in making them, if any, is usually limited.

Petition - A formal written request to an official body, such as NYSLRB.

PERB - Public Employment Relations Board; agency created by the Public Employee's Fair Employment Act, whose functions are to define appropriate bargaining units, to hold elections to determine representation of a group of employees, to certify labor

organizations to represent employees, to interpret and apply the Act's provisions prohibiting certain unfair practices of employers and labor organizations and otherwise to administer provisions of the Act, particularly those relating to impasse settlement.

Recognition - Formal acknowledgement by an employer that an organization is authorized to represent the employees in a designated bargaining unit.

Substantiating Data - Information compiled and presented in support of requests contained in briefs or prepared for collective bargaining negotiations; may include such items as comparative salary rates, job requirements, job evaluations and cost-of-living changes.

Third Party Check - A procedure whereby an outside party, e.g., a respected member of the community, checks signed authorization cards against a list of employees in a prospective bargaining unit to determine if the labor organization has majority status. The employer may recognize the organization on the basis of this without the necessity of an election.

Unfair Labor Practice - To do any acts which would interfere with, restrain, or coerce employees in the exercise of their rights as guaranteed by the National Labor Relations Act or the New York State Labor Relations Act.

Union Shop - A provision in the collective bargaining contract which protects the status of the employees bargaining organization by requiring all employees covered by the contract to become and remain members of the organization. This is different from the illegal closed shop which requires employees to be members before they are employed.