NEW YORK STATE OF OPPORTUNITY. | Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

April 13, 2017

Brittany L. Sergent
Administrative Law Judge
Public Employment Relations Board
P.O. Box 2074
Empire State Plaza
Agency Bldg. #2, 18th Floor
Albany, NY 12220-0074

Re: NYSCOPBA v. State of New York
(DOCCS)
PERB Case No. U-35624

Dear Judge Sergent:

Enclosed please find an original and three (3) copies of the Respondent's Answer in the above-referenced matter. By copy of this letter, the Answer is also being served on the Charging Party.

If you have any questions regarding this matter, please feel free to contact my office.

Sincerely,

Clay J. Lodovice
Assistant Counsel

CJL/jes
Enclosures

Cc: William Sheehan, Esq.
John Shipley (via electronic mail)

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NEW YORK STATE CORRECTIONAL OFFICERS AND POLICE BENEVOLENT ASSOCIATION, INC.,

Charging Party,

-and-

STATE OF NEW YORK (DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION),

Respondent.

ANSWER

Improper Practice Charge
PERB Case No. U-35624

Respondent, State of New York (Department of Corrections and Community Supervision), by Michael N. Volforte, Acting General Counsel to the Governor's Office of Employee Relations (Clay J. Lodovice, of Counsel), for its Answer to the Details of Improper Practice Charge set forth in Improper Practice Charge U-35624 states:

1. With respect to paragraphs 1, 5, 6, 8, 10 and 11 of the Details of Improper Practice Charge, upon information and belief admits the allegations contained therein.

2. With respect to paragraphs 2, 3 and 4 of the Details of Improper Practice Charge, Respondent affirmatively states upon information and belief that the New York State Correctional Officers and Police Benevolent Association, Inc., ("NYSCOPBA") is an employee organization for purposes of the Taylor Law and further affirmatively states upon information and belief that the Respondent, State of New York ("State"), is a public employer within the meaning of the Taylor Law, that

the Department of Corrections and Community Supervision ("DOCCS") is a department within the executive branch of the State and, and upon information and belief denies any and all allegations inconsistent therewith

3. With respect to paragraph 7 of the Details of Improper Practice Charge, Respondent respectfully refers PERB to the DOCCS Directive #4936, entitled "Search of DOCCS Employees," dated October 10, 2012, annexed to the Improper Practice Charge as Exhibit "A," as the best evidence of its contents and upon information and belief denies any and all allegations inconsistent with Directive #4936, dated October 10, 2012.

4. With respect to paragraph 9 of the Details of Improper Practice Charge, Respondent respectfully refers PERB to the selected excerpts from the DOCCS Employees' Manual (Revised 2013), annexed to the Improper Practice Charge as Exhibit "B," as the best evidence of their contents and upon information and belief denies any and all allegations inconsistent with the annexed excerpts from the DOCCS Employees' Manual.

5. With respect to paragraphs 14, 15, 16 and 17 of the Details of Improper Practice Charge, Respondent respectfully refers PERB to the Memorandum issued by DOCCS Deputy Commissioner for Correctional Facilities, Joseph F. Bellnier, dated March 13, 2017, annexed to the Improper Practice Charge as Exhibit "C," as the best evidence of its contents and upon information and belief denies any and all allegations inconsistent with the Memorandum.

6. With respect to paragraph 19 of the Details of Improper Practice Charge, Respondent affirmatively states upon information and belief that it has been

a long standing fact that a violation of work rules by employees, including violation of the prohibition against bringing contraband into a DOCCS correctional facility, may result in disciplinary sanctions against employees, including those within the Security Services bargaining unit, and that the Memorandum, dated March 13, 2017, issued by Deputy Commissioner Bellnier does not alter that longstanding foundational fact for all employees OF DOCCS and upon information and belief denies any and all allegations inconsistent therewith.

7. With respect to paragraphs 12, 13, 18, 21 and 22 of the Details of Improper Practice Charge, upon information and belief denies the allegations contained therein.

8. With respect to paragraphs 20, 23 and 24 of the Details of Improper Practice Charge, Respondent affirmatively states that the allegations are opinion of the Charging Party and/or conclusions of law requiring no response or, in the alternative, upon information and belief denies the allegations contained therein.

9. Respondent denies all allegations not otherwise responded to herein.

FIRST DEFENSE

10. Charging Parties fails to state a cause of action upon which relief can be granted against Respondent, State of New York (Department of Corrections and Community Supervision).

SECOND DEFENSE

11. There has been no change to terms and conditions of employment.

12. Accordingly, no duty to negotiate has arisen.

THIRD DEFENSE

13. Charging Party has failed to show that the alleged actions deprived it or any employee(s) of any rights guaranteed by the Taylor Law.

FOURTH DEFENSE

14. The subject matter raised in the Improper Practice Charge does not involve terms and conditions of employment that are mandatorily negotiable.

15. Therefore, no duty to negotiate has arisen.

FIFTH DEFENSE

16. New York State Correction Law § 112(1) provides, in pertinent part, that:

> **The commissioner of corrections and community supervision shall have** the superintendence, **management, and control of the correctional facilities in the department** and of the inmates confined therein, and of all matters relating to the government, discipline, policing, contracts and fiscal concerns thereof."

(Emphasis supplied).

17. Correction Law § 112(1) further vests in the Commissioner of DOCCS the authority to:

> **make such rules and regulations**, not in conflict with the statutes of this state, for the government of the officers and other employees of the department assigned to said facilities, and in regard to the duties to be performed by them, and **for the government and discipline of each correctional facility, as he or she may deem proper,** and shall cause such rules and regulations to be recorded by the superintendent of the facility, and a copy thereof to be furnished to each employee assigned to the facility.

(Emphasis supplied).

18. Based upon the authority vested in the Commissioner of DOCCS

pursuant to New York State Correction Law § 112(1), the subject matter raised in the Improper Practice Charge is a prohibited or non-mandatory subject of negotiation.

SIXTH DEFENSE

19. Respondent repeats and realleges the allegations set forth in paragraphs 16 through 18.

20. The actions complained of in the Improper Practice Charge are in accordance with the authority vested in the Commissioner of DOCCS pursuant to Correction Law § 112.

SEVENTH DEFENSE and/or FIRST AFFIRMATIVE DEFENSE

21. Respondent repeats and realleges the allegations set forth in paragraphs 16 through 20.

22. Assuming *arguendo*, and only *arguendo*, that New York State Correction Law § 112(1) does not render the subject matter of the charge a prohibited or non-mandatory subject of negotiation, the subject matter of the improper practice charge involves a significant mission interest of the DOCCS that outweighs the interests of employees.

23. Accordingly, the subject matter of the Improper Practice Charge is not mandatorily negotiable.

EIGHTH DEFENSE and/or SECOND AFFIRMATIVE DEFENSE

24. By the actions of Charging Party's representatives during the course of the several months of discussions with DOCCS related to the front gate security procedures to be utilized at DOCCS correctional facilities, the Charging Party communicated to DOCCS that it did not dispute discussed limitations with respect to

the size or number of packages and permissible items to be carried into a DOCCS correctional facility by Security Services unit members.

25. After months of discussions related to the front gate security procedures to be implemented at DOCCS correctional facilities, the Charging Party confirmed to DOCCS that the sole issue in dispute with respect to the size or number of packages and permissible items to be carried into a DOCCS facility was the issuance a "Department issued clear bag."

26. Accordingly, the Charging Party has waived its right to demand negotiation and complain to PERB on the subjects of the limitations with respect to the size or number of packages and permissible items to be carried into a DOCCS correctional facility by Security Services unit members and any arguments concerning the comfort and convenience afforded to Security Services unit members based on the limitations agreed upon by the Charging Party.

NINTH DEFENSE and/or THIRD AFFIRMATIVE DEFENSE

27. Respondent repeats and realleges the allegations set forth in paragraphs 24 through 26.

28. Respondent has satisfied its duty, if such a duty exists, to negotiate the terms and conditions of employment raised in the Improper Practice Charge.

FOURTH AFFIRMATIVE DEFENSE

29. The subject matter of safe working conditions for unit employees based upon the clear nature of the State-issued bags is not raised by the Charging Party within the Improper Practice Charge.

30. Despite this omission in the Improper Practice Charge pleading, the Charging Party has asserted in its application for injunctive relief that the clear bag policy affects purported safe working conditions for unit employees.

31. The Charging Party and State of New York are parties to a collective bargaining agreement covering the period of April 1, 2009, through March 31, 2016 ("2009-2016 Agreement").

32. Article 22, entitled "Safe Working Conditions," of the 2009-2016 Agreement comprehensively addresses the subject matter of safe working conditions for unit employees that has been asserted by the Charging Party in the application for injunctive relief. A copy of Article 22 of the 2009-2016 Agreement is attached hereto as **Exhibit "A."**

33. Furthermore, Article 22 provides the agreed upon dispute resolution process, including the 2009-2016 Agreement's grievance procedures, applicable to the subject matter of safe working conditions for unit employees.

34. By negotiating the aforementioned Articles of the Agreement, Respondent has satisfied its duty, if such a duty exists, to negotiate the terms and conditions of employment raised in the application for injunctive relief.

FIFTH AFFIRMATIVE DEFENSE

35. Respondent repeats and realleges the allegations set forth in paragraphs 29 through 34 herein.

36. By including the Article 22 in the 2009-2016 Agreement, the parties have bargained the subject matter of safe working conditions for unit employees raised in the application for injunctive relief to conclusion and Respondent, therefore,

has discharged its obligation to bargain the issues; and is privileged to revert to the language of the Agreement and enforce its terms; and Charging Party has waived its right to demand negotiations on the issues.

SIXTH AFFIRMATIVE DEFENSE

37. Respondent repeats and realleges paragraphs 29 through 36 of the Answer.

38. Article 22 of the 2009-2016 Agreement comprehensively covers the subject matter of safe working conditions for unit employees raised in the application for injunctive relief.

39. Accordingly, pursuant to Section 205.5(d) of the *Civil Service Law*, this Board lacks jurisdiction to entertain portion of claims asserted by the Charging Party via the application for injunctive relief, and outside of the Improper Practice Charge pleading itself, and it should be dismissed.

SEVENTH AFFIRMATIVE DEFENSE

40. Respondent repeats and realleges paragraphs 29 through 39 of the Answer.

41. Article 22 of the 2009-2016 provides that "Grievances alleging a failure to comply with this Article shall be processed pursuant to Article 7, paragraph 7.1(b)."

42. Article 22 and Article 7 of the 2009-2016 Agreement, entitled "Grievance and Arbitration," collectively set forth the parties agreed upon dispute resolution process for the subject matter of safe working conditions for unit employees raised in the application for injunctive relief. A copy of Article 7 of the 2009-2016 Agreement is attached hereto as **Exhibit "B."**

43. Accordingly, the Respondent respectively submits that even if this proceeding does concern an alleged violation of the terms of the 2009-2016 Agreement which could form the basis for an Improper Practice Charge, this Board, in its discretion, should respect the parties' agreed upon dispute resolution process on the subject matter of safe working conditions for unit employees that is raised in the application for injunctive relief and decline to exercise its jurisdiction over this proceeding, or parts thereof, and should defer to the procedures that have been agreed upon by the parties as the appropriate forum in which to resolve the issues involved in this Improper Practice Charge.

WHEREFORE, Respondent, State of New York (Department of Corrections and Community Supervision) demands that an Order be issued dismissing Improper Practice Charge No. U-35624 in all respects and for such other and further relief as may be deemed just and proper.

Respectfully submitted,
Michael N. Volforte,
Acting General Counsel
Governor's Office of Employee Relations
2 Empire State Plaza, Suite 1201
Albany, New York 12223

Clay J. Lodovice
Of Counsel

DATED: April 13, 2017
Albany, New York

STATE OF NEW YORK)
ss. :)
COUNTY OF ALBANY)

Clay J. Lodovice, being duly sworn says:

I am an Assistant Counsel to the Governor's Office of Employee Relations and am acquainted with the facts and circumstances of this matter, have read the foregoing **Answer** and know its contents to be true except as to those matters alleged on information and belief and as to them, I believe them to be true. The basis of that belief is the result of my general investigation of the facts of this case and the result of an investigation conducted by members of the Executive Branch of the State of New York.

Clay J. Lodovice

Sworn to before me this
13th day of April 2017.

NOTARY PUBLIC

SHARI CARR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6044408
Qualified in Schoharie County
My Commission Expires July 03, 2018

EXIBIT A

ARTICLE 22

Safe Working Conditions

22.1 The Employer shall provide safe working conditions for the protection of employee well-being. The Employer and the Union remain committed to a cooperative effort to provide safe working conditions for employees. Consistent with this commitment, the Employer and the Union have entered into a Memorandum of Understanding to better and more effectively deal with and respond to health and safety issues at the work site.

22.2 Any matters pertaining to safety standards and conditions may be discussed in labor/management committees at the appropriate level including the executive level.

22.3 The parties recognize that in the course of their employment, employees provide various services to individuals with chronic illnesses and infectious diseases including HIV and may be exposed to such illnesses and diseases. For employees who are likely to have more than casual contact with individuals that may be infectious, the Employer must allow employees to take universal precautions when they may come into contact with said individuals.

22.4 As soon as practicable after the signing of the Agreement, the parties commit to meet on an agency-by-agency basis to establish guidelines which address the effects of infectious disease upon employees. Considerations shall include the issues of confidentiality, employee notification and education, use of precautions and agency policies, consistent with applicable law.

22.5 Grievances alleging failure to comply with this Article shall be processed pursuant to Article 7, paragraph 7.1(b).

EXIBIT B

ARTICLE 7

Grievance and Arbitration

7.1 Definitions

For the purposes of this Agreement, all disputes shall be subject to the grievance procedure as outlined below:

(a) A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration, except those provisions which are specifically excluded.

(b) Any other dispute or grievance concerning a term or condition of employment which may arise between the parties or which may arise out of an action within the scope of authority of a department or agency head and which is not covered by this Agreement shall be processed up to and including the conference phase of the Alternate Dispute Resolution Process, and not beyond, except those issues for which there is a review procedure established by law or by or pursuant to rules or regulations filed with the Secretary of State.

(c) A claim of improper or unjust discipline against an employee shall be processed in accordance with Article 8 of this Agreement.

7.2 Procedure

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances, and to further the purpose of this Agreement to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to filed grievances and the responsible use of this procedure. Upon failure of the Employer to provide a decision within the time limits provided in this Article, the Union may appeal to the next step of the grievance procedure. The

grievance will not revert back to the previous step where it was originally untimely unless mutually agreed to by both parties.

Prior to initiating a formal written grievance pursuant to this Article, the employee or the Union is encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor, local administration or agency or department.

(a) Grievances

Step 1. The employee and/or the Union shall present the grievance in writing to the facility head, institution head, divisional head or regional head within 20 days of the act or omission giving rise to the grievance or within 20 days of the date on which the employee first knew of such act or omission. The facility head, institution head, divisional head or regional head, shall each designate a regular representative, who shall meet with the Union and the grievant during the employee's regular work shift within ten days of receipt of the grievance and shall render a decision in writing within ten days from the day of such meeting.

Step 2. In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing to the department or agency head, as appropriate, within 15 days from receipt of the Step 1 decision. The written appeal shall contain a description of the relevant facts from which the grievance derives and specific references to all sections of the Agreement, if any, which the Union claims have been violated. In cases in which both parties agree that a meeting is necessary, the department or agency head, or designee, shall meet with the Union to review the grievance within ten days from receipt of the Step 2 written appeal and shall render a written decision which shall include a brief statement of the relevant facts on which the decision is based to the Union within ten days from the day of the Step 2 meeting. Upon receipt by the Employer of notice that no meeting will be held, a written decision will be issued within ten days of receipt of said notice. Communications concerning

appeals and decisions at this Step shall be made by personal service or by registered or certified mail.

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, an appeal to the Director of the Governor's Office of Employee Relations may be taken by the Union in writing within 60 days from the day on which the Union received the Step 2 decision. Such appeal shall contain a copy of the Step 2 decision. All communications concerning appeals and decisions at this Step shall be made by personal service, registered or certified mail.

Every other week (on a designated day), representatives from the Union and the Governor's Office of Employee Relations will meet and review all grievances that have been appealed to the Step 3 level during the previous two week period. If warranted, an agency representative may be in attendance at these meetings. At these meetings, the grievance will be read, reviewed and tactically distributed for processing in one of the following ways:

1. Expedited Decision. For grievances with respect to which either side believes that the decision is going to be traditional, and involves issues which cannot be resolved by the grievance process, the Governor's Office of Employee Relations shall provide, within ten days, a written Step 3 response in the form of a brief answer.

2. On-site Review. If both representatives believe that a Step 3 hearing review is necessary, the parties will agree to schedule such a review on the next trip to the work location in question. Trips to regions or work locations will be scheduled in advance on a "circuit" basis to ensure that each work location can be visited at least once every four months, if necessary.

3. Safety Issues. Issues which are, in fact, safety and health concerns (not to include staffing issues) may be referred to an Agency Level Statewide Safety and Health Committee. A safety specialist from the employing agency and the Union can review the issues and determine if there may be methodologies available for resolution

of the issues. Resolutions will be reduced to writing. In the event the issues cannot be resolved, either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

4. Hold Status. The grievance may be put on hold for two weeks so that either or both sides can gather more information or make local contacts. Those grievances placed in hold status will become the first to be discussed at the next meeting between representatives from the Union and the Governor's Office of Employee Relations.

Automatic Progression. If the Employer fails to meet with the Union on a timely basis or render a timely decision, the Union may treat the grievances as having been denied at the level at which the delay occurred and may then appeal the grievance to the next level.

(b) Alternate Dispute Resolution Process (ADR)

(1) In the event that the grievance has not been resolved satisfactorily at Step 3, a demand for arbitration may be brought only by the Union, through the President or his designee within 15 days from the day the Union receives the Step 3 decision by mailing or personally serving the demand to the Director of the Governor's Office of Employee Relations and simultaneously filing the demand with the master arbitrator. The demand will identify the Article(s) and subsections sought to be arbitrated, the names of the department or agency, and employee(s) involved, copies of the original grievance, appeals documents and the written decisions rendered at the lower steps.

(2) Resolution conferences and arbitrations under the ADR process shall be held before the master arbitrator appointed by agreement of the parties. The parties may review the appointment at any time, by mutual agreement.

(3) Resolution Conference

Within 30 days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day.[1] Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of four days per month at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

(6) Where no hearing is held and the case is submitted on papers the parties may submit their positions in writing to the arbitrator on a mutually agreed upon date no later than thirty (30) days after the mailing of the papers to the arbitrator. Such written position papers may not exceed five double-spaced pages.

(7) The master arbitrator's decision and award is to be rendered within seven (7) days of the completion of the hearing and shall include only a finding or findings and remedy, as appropriate, on a form provided by the parties. The master arbitrator shall have the authority to issue bench decisions when appropriate.

(8) The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (NYSCOPBA and the State) with respect to the determination of the grievant's claims. Such decisions

[1] The parties shall prepare a recommended schedule for the conduct of a one-day hearing to be presented to the master arbitrator. Such schedule is to serve merely as a guide to assist in insuring that cases are ordinarily presented and concluded in one day.

are non-precedential and shall not be submitted in any other case unless the parties mutually agree otherwise.

(9) The parties may meet periodically to insure that in practice the ADR process is in keeping with their intent and to take what steps are necessary to conform such practice with their intent.

(c) Full Arbitration

(1) After the resolution conference, if the Employer and the Union mutually determine that an individual grievance warrants a decision that will be precedential for future matters, the parties may refer the matter to traditional arbitration. If the parties cannot agree as to whether the matter should be referred to full arbitration, the master arbitrator shall have the authority to make such determination as to whether full arbitration is warranted.

(2) The parties shall mutually select an arbitrator. If the parties are unable to agree, the matter will be referred to the Public Employment Relations Board for selection.

The arbitrator shall hold a hearing at a time and place convenient to the parties within 20 days of the acceptance to act as arbitrator. The arbitrator shall issue a written decision within 30 days after completion of the hearing. The arbitrator shall be bound by the rules of the American Arbitration Association which are applicable to labor relations arbitrations which are in effect at the time of arbitration. In the event a disagreement exists regarding arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(3) Miscellaneous Provisions

Neither the master arbitrator nor arbitrator shall have any power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the

issue presented and shall confine the decision solely to the application and interpretation of the Agreement.

All fees and expenses of the arbitration shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Cost for the cancellation of a hearing date shall be borne by the party seeking cancellation.

7.3 Representation

(a) The Employer shall recognize the following grievance representatives at each step of the grievance procedure and shall release such representatives from normal duties to process grievances and conduct necessary relevant investigations providing that such absence from work will not interfere with proper conduct of governmental functions: steward and chief sector steward.

On the Union's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives.

The Union shall furnish the Employer with a list of all employee representatives, Union Vice Presidents and Union staff authorized to represent the Union in the grievance process pursuant to this Article 60 days from the date of execution of the Agreement.

(b) Statewide elected union officers and Union staff may be present at each step of the grievance procedure.

7.4 General Provisions

(a) As used in this Article, all references to days shall mean calendar days. All of the time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

(b) Grievances resolved at Step 1 shall not constitute a precedent for any other facility, institution, division, or region, or at Step 2 for any other agency unless a specific

agreement to that effect is made by the Director of the Governor's Office of Employee Relations and the President of the Union.

(c) The parties, GOER and NYSCOPBA, may mutually agree to waive Steps 1 and 2 of the grievance procedure. In order to better review grievances at the second step, the Employer will conduct review meetings. However, a meeting will not be held if there is mutual agreement that the file sufficiently clarifies the issue, that there is no new evidence to consider or the matter has been previously reviewed and/or resolved.

(d) Aggrieved employees, their Union representatives and necessary witnesses shall not suffer any loss of earnings, or be required to charge leave credits as a result of processing or investigating grievances during such employees' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

(e) Travel time, as used in paragraph 7.4(d) above, shall mean actual and necessary travel time, not to exceed eight hours each way.

(f) Grievances involving employees in more than one agency, upon agreement of the Director of the Governor's Office of Employee Relations and the President of the Union may be initiated at Step 3.

State of New York
County of Albany
City of Albany ss.:

J. Steinbach, being duly sworn says:

I am over eighteen years of age and a Legal Assistant in the Office of the Counsel to the Governor's Office of Employee Relations of the State of New York, attorney for the Respondent herein.

On the 13th day of April , 2017, I served the annexed ANSWER upon the person attorney named below, by depositing a true copy thereof, properly enclosed in a sealed, postpaid wrapper, in the letter box at GNARESP in the City of Albany, New York, a depository under the exclusive care and custody of the United State Post Office Department, directed to the said person attorney at the address within the State respectively theretofore designated by him for that purpose as follows:

William Sheehan, Esq.
54 State St.
Albany, NY 12207

J. Steinbach

Sworn to before me this
13 day of April, 19 2017.

Shari Carr
Notary Public

SHARI CARR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6044408
Qualified in Schoharie County
My Commission Expires July 03, 2018

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BD.

IN the matter of

NYSCOPBA,

Charging Party,

-and-

STATE OF NEW YORK (DOCCS),

Respondent.

ANSWER U-35624

MICHAEL N. VOLFORTE
Counsel
Governor's Office
of Employee Relations
State of New York
Office and Post Office Address
Agency Building No. 2
Albany, New York 12223
(518) 474-4090

Personal Service of a copy of within
is admitted this ____ day of
, 19 ____.