

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-3/7/76

In the Matter of

BUFFALO PATROLMEN'S BENEVOLENT ASSOCIATION,

Respondent,

- and -

CITY OF BUFFALO,

Charging Party.

X

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X

BOARD DECISION & ORDER

CASE NO. U-1941

The charge herein was filed on December 18, 1975 by the City of Buffalo (City). It alleges that the Buffalo Patrolmen's Benevolent Association (PBA) insisted upon eight demands during the factfinding process which are not mandatory subjects of negotiation.^{1/} The PBA's response is that the eight demands do constitute mandatory subjects of negotiation.

The parties jointly requested this Board to accord expedited treatment to this matter as provided in Section 204.4 of our Rules of Procedure. We did so on February 3, 1976 and instructed the parties to submit their briefs no later than February 16. The City submitted its position in letters dated January 5, 1976 and February 13, 1976. The PBA submitted its position in letters dated January 23, 1976 and February 16, 1976. The second letter from each of the parties deals with two additional demands of PBA, the negotiability of which is contested by the City in its letter of January 5, 1976. We defer consideration of those two additional demands because

^{1/} Actually, the charge specified two additional demands that were withdrawn by the PBA and with the consent of the parties are not involved in this proceeding.

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the charge and response concerning them raise issues that go beyond scope of negotiations.^{2/}

DISCUSSION

1. "No employee shall be required to submit to a breathalyzer test, blood test or ordered to stand in a line-up unless charged with a crime."^{3/}

The question of whether or not this type of demand is a mandatory subject of negotiation has not been previously raised under the Taylor Law. The Assistant Secretary of Labor has issued a ruling in a related case, reported at 549 GERR A-2 (4-8-74), that under Executive Order 11491, federal agencies are obliged to negotiate about inspection procedures even though the substantive provisions that were being enforced by the inspection procedures were management prerogatives. The federal case involved civilian employees of the Air National Guard and the substantive provisions of a dress code. In the private sector it appears that a demand by an employee organization that employees not be required to submit to polygraph testing is a mandatory subject of negotiations (Medi-Center Mid-South Hospital, 221 NLRB No. 105 [1975], 90 LRRM 1576).

We are reluctant to apply the reasoning of the NLRB and the Assistant Secretary of Labor in this case. Of particular concern to us is that the employees herein are persons whose duty it is to uphold and enforce the law and the procedures in question are those normally used to investigate persons who are suspected of having violated a law. Law enforcement personnel may be

^{2/} One of these demands relates to polygraph testing and the other to the filling of vacancies. The response alleges that the PBA did not insist upon them during factfinding. PBA acknowledges that it does seek to include them in its contract with the City. However, it alleges that the City has agreed to include these two demands in the contract and thus waived any right to file an improper practice charge regarding them. The City challenges this allegation. The underlying issues of fact and law cannot be resolved in an expedited proceeding.

^{3/} The demand would preclude a policeman from standing in a line-up only where the policeman is suspected of some wrong doing. It does not concern situations where a policeman stands in a line-up designed to identify some other suspect.

held to a higher standard of compliance with law than other persons.^{4/} We rule that this demand is not a mandatory subject of negotiations.

2. "All precincts and tactical units shall be assigned minimum manpower levels which shall be established by the annexed schedule."

This is not a mandatory subject of negotiations. We have reached this conclusion in many cases, most recently in Matter of Scarsdale PBA, 8 PERB 3131 (1975).

3. "During the length of this Agreement, no employee shall be laid off from his/her respective position."

This is not a mandatory subject of negotiations. We have reached this conclusion in many decisions and the New York State Court of Appeals has indicated its agreement in Susquehanna Valley Central School District v. Susquehanna Valley Teachers Association, 37 NY 2d 614 (1975).

4. "After eighteen (18) months of service in the ranks of Detective and Detective Sergeant, incumbents shall enjoy tenure, i.e., they may be removed only in accordance with the provisions of Section 75 of the Civil Service Law."

This is a mandatory subject of negotiation. We recognize that there may be sound reasons why a city may wish to re-assign detectives to alternate duty. These reasons go to the merits of the proposal and not to its negotiability.

5. "No employee shall be required to carry on his possession a service revolver while off duty. (Presently, police officers are required to do so - this proposal leaves the option to the officer)."

We have not dealt with this question in the past; however, in Matter of Albany and Albany Police Officers Union, 7 PERB 3132 (1974), we dealt with related issues involving the issuance of pistol permits and the use of

^{4/} In her concurring opinion in Medi-Center Mid-South Hospital, supra, the Chairman of the NLRB recognized that special circumstances might permit an exception to the rule mandating negotiations over requiring employees to submit to tests designed to disclose violations of law. 4228

shotguns by police. We decided that the demands in that case were not mandatory subjects of negotiation. We similarly determine that the demand herein is not a mandatory subject of negotiation. Implicit in this ruling is a recognition that a city that imposes upon an employee a duty to carry a service revolver while he is ostensibly off duty is imposing some work responsibilities upon that employee. This action detracts from the employee's opportunity to enjoy his "time off". The impact of such an action by a public employer is a mandatory subject of negotiation.

6. "Long weekends (Fridays, Saturdays, Sundays and Mondays) shall be available as W-V days to all employees on a regular rotating basis (each third weekend). (This will not affect the length of a vacation)."

This is a mandatory subject of negotiation. It involves hours of work. We note, however, that it is a management prerogative for the City to determine how many policemen it requires on duty any particular shift. The negotiations over this demand must, therefore, be restricted to the rotation of policemen in a manner that will provide the City with the number of policemen it requires at all times.

7. "The Union or member may within ten (10) days after receipt of a request for the reason of transfer initiate a grievance at Step 3 of the Grievance Procedure. (Article XI)."

This is a mandatory subject of negotiation. This demand relates to grievance procedures which, by the terms of CSL Section 204, are negotiable. The grievances covered by this demand relate to transfer. Transfers, like assignments, are a mandatory subject of negotiation^{5/}. In Matter of White Plains PBA, 9 PERB 3007 (1976) we ruled that a demand that assignments should be made on the basis of seniority is a mandatory subject of negotiations.

^{5/} Although transfers and assignments are mandatory subjects of negotiations, the criteria for assignments is not. For example, an employer may unilaterally decide that it requires a detective with unique skills or attributes such as the ability to speak or even to look Chinese. 4229

8. "The President and Vice President of the Union, as a result of their frequent attention to Union business, shall be assigned permanently to the Division of Planning and Operations during tenure of their office."

As worded, this is not a mandatory subject of negotiation. We held (in the Albany Police case, supra) that a demand that employees be given time off with pay for union activities is a mandatory subject of negotiation. This demand goes further. It requires that certain employees be transferred so as to be given specific job assignments and/or that they not be transferred from these assignments.

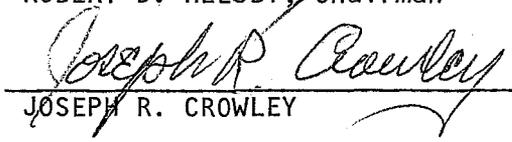
NOW, THEREFORE, in view of the above conclusions of law, we dismiss the charge with respect to all those matters considered herein that we determined to be mandatory subjects of negotiation, and with respect to those matters that we determined not to be mandatory subjects of negotiation,

WE ORDER the Buffalo Patrolmen's Benevolent Association to negotiate in good faith with the City of Buffalo.^{6/}

Dated: Albany, New York
March 7, 1976



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY

^{6/} The charge falls with respect to mandatory subjects of negotiation as there is a duty to bargain over them. PBA's duty to negotiate in good faith over non-mandatory subjects of negotiation contemplates their withdrawing such demands from factfinding.

DECISION OF MEMBER FRED L. DENSON, DISSENTING
IN PART

I concur in all of the determinations of my associates in this case except their determination that a demand that "No employee shall be required to submit to a breathalyzer test, blood test or ordered to stand in a line-up unless charged with a crime." is not a mandatory subject of negotiation. In each instance the subject of the demand is a test or inspection procedure through which substantive provisions are being enforced. I believe that such tests are mandatory subjects of negotiation. The reasoning of the NLRB and the Assistant Secretary of Labor, as referred to in the majority opinion, is persuasive.

Dated: Albany, New York
March 7, 1976



FRED L. DENSON, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-3/7/76

_____ :
In the Matter of :

CITY OF NIAGARA FALLS, :

Charging Party, :

BOARD DECISION

- and - :

CASE NO. U-1956

NIAGARA FALLS UNIFORMED FIRE FIGHTERS
ASSOCIATION, AFL-CIO, LOCAL 714, :

Respondent. :

This case is, in effect, a continuation of Case #U-1512, 8 PERB 3048. In that case we decided that a demand by the Niagara Falls Uniformed Firefighters Association, AFL-CIO, Local 714 (the Association) respondent in both cases, for a minimum of 40 men to be assigned to each platoon was not a mandatory subject of negotiations. However, in our earlier decision, we indicated that to the extent that the Association's demand might be directed to the assignment of a minimum number of employees to a piece of equipment, our decision in City of White Plains, 5 PERB 3013 (1972) applied and such demand was a mandatory subject of negotiations. Thereafter, the Association revised its demands to include specifically "that five firefighters be assigned to each piece of apparatus of the department to maintain a level of safety standards consistent with Section IV of Article V."¹

On December 1, 1975 the City of Niagara Falls (the City) filed the charge herein alleging that the Association failed to negotiate in good faith in violation of Section 209-a.2(b) by improperly insisting upon consideration of that demand. The Association responded by asserting that its demand constituted a mandatory subject of negotiations and on January 23, 1976 it requested

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1. Section IV of Article V of prior contract reads: "The City shall maintain a level of safety standards consistent with current fire fighting techniques and standards established in recognized and applicable safety regulations and procedures."

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that we accord expedited treatment to the matter as provided in Section 204.4 of our Rules of Procedure.

Three days later the City indicated its objection to granting expedited treatment to the matter. Its reason for objecting to expedition is that the demand could only be a mandatory subject of negotiations to the extent that it involves important safety protections for the firefighters. The City argues that whether or not assignment of a specific number of men to a piece of equipment involves such safety factors depends upon circumstances. It urges us to hold a hearing into the circumstances under which its equipment is used so as to be able to ascertain the safety implications of manning levels per piece of equipment. The City also indicates that it is prepared to establish at a hearing that the Association's demand is a subterfuge designed to obtain aggregate manning levels, a matter determined by us not to be a mandatory subject of negotiations in our prior decision involving the parties.

Going beyond its opposition to according expedited treatment to the matter, the City argues that our decision in White Plains was wrong in that it permits an unreasonable interference with the management prerogatives of a city. For its part the Association relies upon our decision in White Plains as well as upon our references in our earlier Niagara Falls decision to manpower per piece of equipment.

Since issuing our earlier Niagara Falls decision on April 28, 1975, we have reconsidered our determination in White Plains, that manpower per piece of equipment is a mandatory subject of negotiations. This was done in a second case also involving the City of White Plains (Matter of White Plains PBA, 9 PERB 3007 [1976]). In that decision we said,

"Reconsidering earlier decisions of this Board, we now hold that this demand does not constitute a mandatory subject of negotiations.... Government has the general right to fix manning requirements unilaterally. Safety as a general subject is a mandatory subject of negotiations. To attempt to provide in an agreement all aspects of safety would be an exercise in futility in

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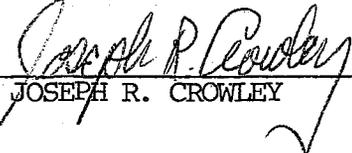
that one could not anticipate in specific language all possible eventualities. The immediate question of one or two men in a patrol car is an example of the problem. Implications of safety may predominate, depending upon the area of assignment and time of assignment. [Footnote omitted]. We submit that no labor contract can be drafted to provide for all eventualities."

In view of this conclusion we determine that a hearing would not serve any useful purpose and we accord expedited treatment of this case. On the merits of the dispute, we determine that the demand herein is not a mandatory subject of negotiations.²

NOW, THEREFORE, we determine that the Association shall not insist upon its demand for a non-mandatory subject of negotiations.³

Dated: Albany, New York
March 7, 1976


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY

2. In the recent White Plains decision we suggested that there are alternative contract provisions that would permit the assurance of safety standards to policemen and firemen. We directed the parties' attention to the possibility of a general safety clause, the interpretation of which would be subject to the grievance clause. Article V, §IV of the prior contract herein is such a clause.
3. Because of the significance of our decision in White Plains PBA, and its issuance after the commencement of this case, we decline to find that the Association failed to negotiate in good faith and we issue no remedial order.

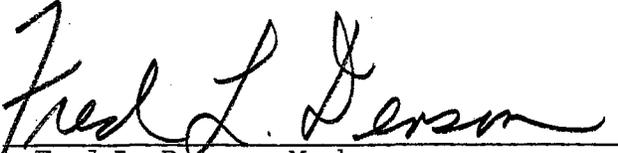
OPINION OF MEMBER FRED L. DENSON, CONCURRING

I disagreed with that part of the decision of this Board in Matter of White Plains PBA, 9 PERB 3007 (1976) which held categorically that a demand for assignment of a minimum number of policemen or firemen to a piece of equipment was not a mandatory subject of negotiations. In my opinion in that case I wrote:

"It may be that the safety implications are peripheral and do not justify interference with the City's exercise of its management prerogatives regarding manpower. It may be that the safety implications are of considerable magnitude. The negotiability of the demand in issue varies in accordance with the work environment of the patrolmen and is best ascertainable on a case by case basis by balancing the extent of impingement upon the mission of the employer which would result from our granting the demand against the increased degree of danger (or safety) to patrolmen which would result if the demand were rejected."

Nevertheless, the demand to impose a minimum manpower requirement in the instant case is not justified by its safety implications. I am persuaded that the general safety clause in the contract (Art. V §IV) is sufficient to protect the legitimate safety interests of the firemen. Under the circumstances, the City is not required to negotiate over the demand herein.

Dated: Albany, New York
March 7, 1976


Fred L. Denson, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-3/7/76

In the Matter of
CITY OF BINGHAMTON,

Respondent,

-and-

BINGHAMTON FIREFIGHTERS, LOCAL 729,
I.A.F.F., AFL-CIO,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-1966

On January 5, 1976, the Binghamton Firefighters, Local 729, I.A.F.F., AFL-CIO (Local 729) filed a charge alleging that the City of Binghamton (City) violated CSL §209-a.1^{1/} by improperly insisting upon three demands during the course of negotiations. The City concedes that it had insisted upon the negotiation of the three demands as alleged by Local 729 but argued that those demands constitute mandatory subjects of negotiations under the Taylor Law.

The three demands at issue^{2/} all relate to the status of firemen who were injured in the performance of their duties or who have taken sick as a

1/ Local 729 charges that the City's conduct constitutes a violation of all four paragraphs of CSL §209-a.1. It charges that the employer's demands constitute an attempt: to deliberately interfere with, restrain or coerce the employees in violation of CSL §209-a.1(a); to dominate or interfere with the administration of Local 729 in violation of CSL §209-a.1(b); to divide the bargaining unit and require Local 729 to discriminate against some of its members in violation of CSL §209-a.1(c); a refusal to negotiate in good faith in violation of CSL §209-a.1(d).

2/ The three City demands at issue are:

- "1. That out-of-title pay currently provided in the contract should not go to firemen who are filling out-of-title positions currently held by men who are receiving payment as sick and disabled firemen pursuant to General Municipal Law, Section 207-a.
2. That the employee organization agree to insert in the contract a clause that 'after a person has been in a General Municipal Law, Section 207-a category for six months, the individual should be removed from the payroll'.
3. That the employee organization agree that the contract contain a clause that 'light duty' should be defined by contract to provide specifically that General Municipal Law, Section 207-a personnel should be utilized to fill those jobs."

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result of the performance of their duties and who are continued on the City payroll by virtue of the General Municipal Law Section 207-a.^{3/}

The parties have jointly requested this Board to accord expedited treatment to this matter as provided in §204-4 of our Rules of Procedure. We grant that request of the parties and do now resolve the issues on the papers that are before us. The parties rely upon the allegations of fact contained in their pleadings; those pleadings present no issues of fact. Briefs were received from both parties on January 30, 1976 and Local 279 submitted a response to the City's brief which was received on February 17, 1976.

3/ Gen. Mun. L. §207-a provides:

" Any paid fireman of a fire company or fire department of a city of less than one million population, or town, village or fire district, who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall be paid by the municipality or fire district by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition, such municipality or fire district shall be liable for all medical treatment and hospital care furnished during such disability. Provided, however, and notwithstanding the foregoing provisions of this section, the municipal health authorities or any physician appointed for the purpose by the municipality or fire district, may attend any such injured or sick fireman, from time to time, for the purpose of providing medical, surgical or other treatment, or for making inspections, and the municipality or fire district shall not be liable for salary or wages payable to such a fireman, or for the cost of medical or hospital care or treatment furnished, after such date as the health authorities or such physician shall certify that such injured or sick fireman has recovered and is physically able to perform his regular duties in the company or department. Any injured or sick fireman who shall refuse to accept such medical treatment or shall refuse to permit medical inspections as herein authorized, shall be deemed to have waived his rights under this section in respect to medical expenses incurred or salary or wages payable after such refusal.

Notwithstanding any provision of law contrary thereto contained herein or elsewhere, a cause of action shall accrue to the municipality or fire district aforesaid for reimbursement in such sum or sums actually paid as a salary or wages and/or for medical or hospital treatment, as against any third party against whom the fireman shall have a cause of action for the injuries sustained." (Emphasis supplied.)

We dismiss so much of the charge as alleges a violation of CSL §209-a.1(a), (b) and (c). There is no evidence in the papers before us that the insistence of the City upon its three demands constituted a deliberate attempt to perpetrate any of the wrongs prohibited by those provisions of law. There is no reason to conclude that those demands were occasioned by anything other than an attempt to save the City money. Moreover, there is not even evidence that the three demands at issue occasioned any violation of the employee rights protected by CSL §209-a.1(a), (b) or (c) regardless of the question of deliberate intent by the City. Thus, the only question in issue is whether the City's insistence upon these demands constitutes a refusal to negotiate in good faith in violation of CSL §209-a.1(d). We find that it does. Each of the demands constitutes a non-mandatory subject of negotiations.

The first demand is that Local 729 should consent to long-term assignments of firemen to higher level jobs without the firemen receiving the higher compensation normally associated with such higher level jobs when there is already a sick or disabled fireman being paid for such higher level job pursuant to Gen. Mun. L. §207-a. This demand is inconsistent with the Civil Service Law which requires that persons assigned on a long-term basis to higher paying jobs shall receive the pay associated with such jobs. O'Reilly v. Grumet, 308 NY 351 (1955).

The second demand is that Local 729 agree to waive the rights of employees who are paid under Gen. Mun. L. § 207-a to continue to be so paid for longer than six months. By its terms, Gen. Mun. L. §207-a applies until the "injured or sick fireman has recovered and is physically able to perform his regular duty in the company or department." A fireman who has an injury or illness that is covered by that law "is entitled, under the provisions of section 207-a of the General Municipal Law, to his compensation as long as he is not recovered from his injury, even if such remains through the rest of his life." Matter of Birmingham v. Mirrington, 284 App. Div. 721, 728 (3rd Dept. 1954).

The third demand contemplates that a firefighter who is covered by Gen. Mun. L. §207-a would be assigned "light" duty which would be defined by the agreement. The New York State Comptroller has indicated that the provisions of Gen. Mun. L. §207-a are unqualified and continue to apply until the fireman is "physically able to perform his regular duties in the company or department." He also noted the distinction between the provisions of Gen. Mun. L. §207-a and Gen. Mun. L. §207-c which is applicable to policemen. The latter section provides that a disabled policeman who can "perform specified types of light police duty" shall forfeit his benefits under that section "if he shall refuse to perform such light police duty if the same is available and offered to him..." Based upon his comparison of the two statutes, the Comptroller has indicated his opinion that a fireman covered by Gen. Mun. L. §207-a cannot be compelled to perform related duties. Op. St. Compt. 68-432. (See also 1966 Op. Atty. Gen. 165.)

The City does not argue for a contrary interpretation of Gen. Mun. L. §207-a. It argues that Gen. Mun. L. §207-a benefits constitute terms and conditions of employment. Further, relying upon Syracuse Teachers Association v. Board of Education, 35 NY 2d 743 (1974) it argues that the scope of mandatory negotiations under the Taylor Law covers all terms and conditions of employment and that it preempts inconsistent provisions of other statutes unless such other statutory provisions explicitly prohibit negotiations over such terms and conditions of employment. Finally, it argues that there is no such explicit prohibition of negotiations in Gen. Mun. L. §207-a.

The proposition that parties can be compelled to negotiate over terms and conditions of employment that are governed by the explicit terms of a statute derives from a misreading of the Syracuse case. That case holds to the contrary. In Matter of City of Albany and Albany Police Officers Union, 7 PERB 3132 (1974), we explained that a public employer must negotiate over terms and

conditions of employment that, but for the Taylor Law, would lie in the discretionary authority of the public employer. We went on to explain that where some state law takes a matter out of the discretionary authority of a public employer and mandates alternative procedures or specific substantive provisions, there is no Taylor Law duty to negotiate. That is the situation in respect to the three demands in this case.

Perhaps conceding that a contract negotiated under the Taylor Law cannot empower a public employer to do that which it would otherwise be prohibited from doing, the City argues that firemen - or their union - can waive Gen. Mun. L. §207-a benefits. In support of this proposition, the City directs us to Antinore v. State of New York, 49 App. Div. 2d 6 (4th Dept. [1975]), and Robinson v. Cole, 193 Misc. 717 (Steuben Co., 1948). Those cases are not relevant to the question before us. An employee organization cannot be compelled to negotiate over a demand that statutory rights of employees whom it represents be waived.

NOW, THEREFORE, in view of the conclusions of law that the three demands asserted by the City of Binghamton do not constitute mandatory subjects of negotiations and that insistence upon them constitutes a refusal to negotiate in good faith,

WE ORDER the City of Binghamton to negotiate in good faith with the Binghamton Firefighters, Local 729, I.A.F.F., AFL-CIO.

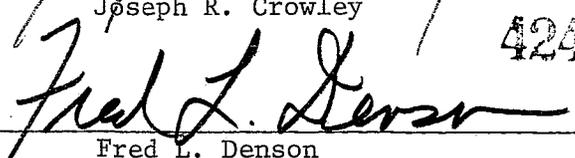
Dated: Albany, New York
March 7, 1976



Robert D. Helsby, Chairman



Joseph R. Crowley



Fred L. Denson

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-3/7/76

IN THE MATTER OF :
NEWFANE CENTRAL SCHOOL DISTRICT, :
Employer, :
-and- : Case No. C-1296
NIAGARA CHAPTER, CIVIL SERVICE :
EMPLOYEES ASSOCIATION, INC., :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Niagara Chapter, Civil Service Employees Association, Inc.,

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

Unit: Included: All non-instructional employees.

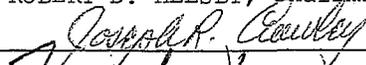
Excluded: Superintendent of schools, assistant superintendent of schools, business manager, director of operation and maintenance of plant, cafeteria employees and the secretaries to the superintendent of schools and the assistant superintendent.

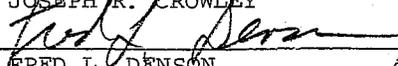
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Niagara Chapter, Civil Service Employees Association, Inc.,

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

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF : #2E-3/7/76
NORTH BABYLON UNION FREE SCHOOL :
DISTRICT, :
Employer, :
-and- :
NORTH BABYLON TEACHERS ORGANIZATION, : CASE NO. C-1302
LOCAL 2873, AFT, NEA, NYSUT, AFL-CIO, :
Petitioner, :
-and- :
NORTH BABYLON OFFICE PERSONNEL ASSOCI- :
ATION UNIT, SUFFOLK COUNTY CHAPTER, :
CSEA, INC., : Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that North Babylon Teachers Organization, Local 2873, AFT, NEA, NYSUT, AFL-CIO.

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

Unit:

Included: Clerk typist, switchboard operator, bookkeeping machine operator, stenographer, account clerk, and senior stenographer.

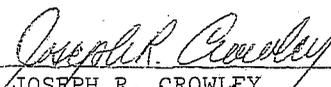
Excluded: Secretary to the district principal, assistant district principal, administrative assistant to the district principal, director elementary education, business manager, and clerk typist in charge of personnel records.

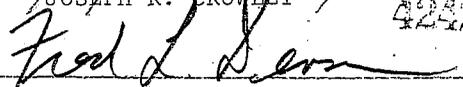
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with North Babylon Teachers Organization, Local 2873, AFT, NEA, NYSUT, AFL-CIO.

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

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :
VALLEY STREAM CENTRAL HIGH SCHOOL : #2F-3/7/76
DISTRICT, :
Employer, :
-and- :
CIVIL SERVICE EMPLOYEES ASSOCIATION, : CASE NO. C-1308
INC, NASSAU EDUCATION CHAPTER, :
Petitioner, :
-and- :
LOCAL 100, S.E.I.U., AFL-CIO, :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Local 100, S.E.I.U., AFL-CIO

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

Unit:

Included: All full and part-time custodial, grounds, and maintenance employees, including: assistant head custodian, custodian/groundsman, cleaner, skilled maintenance man, maintenance man, and matron.

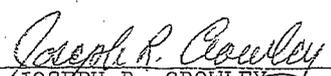
Excluded: Seasonal, casual and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Local 100, S.E.I.U., AFL-CIO

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

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :
LYNBROOK UNION FREE SCHOOL DISTRICT, : #2G-3/7/76
Employer, :
-and- :
NASSAU EDUCATIONAL CHAPTER, CIVIL :
SERVICE EMPLOYEES ASSOCIATION, INC., : CASE NO. C-1316
-and- :
LOCAL 100, SERVICE EMPLOYEES :
INTERNATIONAL UNION, AFL-CIO, :
Intervenor. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Nassau Educational Chapter, Civil Service Employees Association, Inc.,

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

Unit:

Included: All full and part-time custodial and maintenance employees including matrons, cleaners, custodians, groundsmen, messenger, head custodians, assistant head custodians and maintenance men.

Excluded: Superintendent of Buildings and Grounds and all other employees.

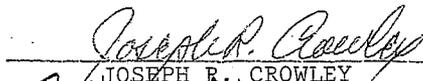
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Nassau Educational Chapter, Civil Service Employees Association, Inc.

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

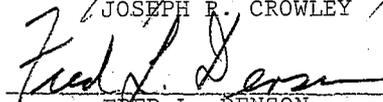
Signed on the 7th day of March, 1976.



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

4244

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF
HOLLAND PATENT CENTRAL SCHOOL DISTRICT, : #2H-3/7/76
Employer, :
-and-
HOLLAND PATENT EMPLOYEES UNION, NEW YORK
STATE UNITED TEACHERS, :
Petitioner, : Case No. C-1334
-and-
HOLLAND PATENT CENTRAL SCHOOL NON- :
TEACHING PERSONNEL UNIT OF CSEA, :
Intervenor. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Holland Patent Central School Non-Teaching Personnel Unit of CSEA,

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

Unit: Included: All non-instructional employees.

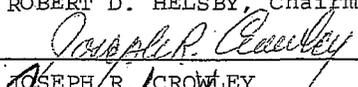
Excluded: Superintendent of schools, certificated employees, school doctor, administrative assistant, district treasurer, district clerk, finance officer/business manager, substitutes secretary to superintendent, transportation supervisor, cafeteria manager and senior account clerk.

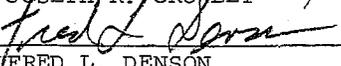
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Holland Patent Central School Non-Teaching Personnel Unit of CSEA,

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

Signed on the 5th day of March, 1976.


ROBERT D. HELSBY, Chairman,


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

SYOSSET CENTRAL SCHOOL DISTRICT,

#21-3/7/76

Employer,

-and-

CASE NO. C-1293

SYOSSET TEACHERS ASSOCIATION, LOCAL
1596, NEW YORK STATE UNITED TEACHERS,
NEA, AFT, AFL-CIO,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Syosset Teachers Association, Local 1596, New York State United Teachers, NEA, AFT, AFL-CIO

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

Unit:

Included: All summer school teachers.

Excluded: Summer school principal and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Syosset Teachers Association, Local 1596, New York State United Teachers, NEA, AFT, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

EAST RAMAPO CENTRAL SCHOOL DISTRICT, :

#2J-3/7/76

Employer, :

-and- :

CASE NO. C-1328

ROCKLAND COUNTY CHAPTER, CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC., :

Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Rockland County Chapter, Civil Service Employees Association, Inc.,

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

Unit:

Included: All permanent and provisional transportation staff personnel including bus drivers I and II, bus driver-inspector, head bus driver, clerk-bus driver, bus driver-foreman, mechanics and shop foreman; all permanent and provisional maintenance staff personnel including special services employees, office machine operator, school lunch truck driver and security aides.

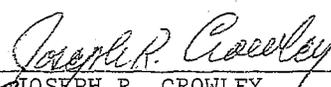
Excluded: All other employees.

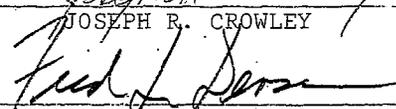
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Rockland County Chapter, Civil Service Employees Association, Inc.,

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

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :
CITY OF NEW ROCHELLE, : #2K-3/7/76
Employer, :
-and- :
NEW ROCHELLE POLICE SUPERIOR OFFICERS :
ASSOCIATION, INC., : CASE NO. C-1250
Petitioner, :
-and- :
POLICE ASSOCIATION OF THE CITY OF :
NEW ROCHELLE, NEW YORK, INC., :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that New Rochelle Police Superior Officers Association, Inc., has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All police sergeants, lieutenants and captains.

Excluded: The police commissioner, the chief of police, patrolmen (and detectives) and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with New Rochelle Police Superior Officers Association, Inc.,

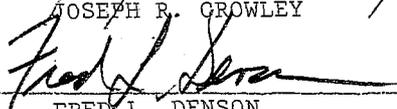
and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY

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FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

#2L-3/7/76

INCORPORATED VILLAGE OF VALLEY STREAM,

Employer,

-and-

CASE NO. C-1294

LOCAL 342, LONG ISLAND PUBLIC SERVICE
EMPLOYEES, UNITED MARINE DIVISION,
I.L.A., AFL-CIO,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Local 342, Long Island Public Service Employees, United Marine Division, I.L.A., AFL-CIO, has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Units:

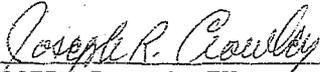
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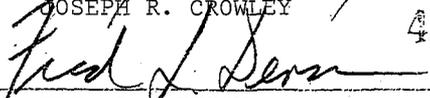
Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Local 342, Long Island Public Service Employees, United Marine Division, I.L.A., AFL-CIO

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

Signed on the 7th day of March, 1976.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

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Units:

(Blue Collar)

1. Included: All full-time blue collar employees in the following titles: laborer, maintenance man, senior maintenance man, weigher, motor equipment operator I, motor equipment operator II, senior motor equipment operator, parking meter service man, incinerator plant attendant, sanitation man, watchman, parking meter attendant, cleaner, auto serviceman, auto mechanic, grounds keeper, tree trimmer, utility man.

Excluded: All other employees.

Supervisory Personnel (Foremen)

2. Included: Incinerator plant foreman, motor repair foreman, assistant motor repair foreman, maintenance foreman, building maintenance supervisor, watchman foreman, park foreman, assistant park (general) foreman, highway foreman, sanitation foreman, assistant sanitation foreman, sign shop foreman, labor foreman, maintenance electrical foreman.

Excluded: All other employees.