STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	#2A-4/13/78
EAST RAMAPO TEACHERS' ASSOCIATION, Respondent, -and- ROSALYN DAVIS, et al., Charging Parties.	BOARD DECISION AND ORDER CASE NO. U-2645

This matter comes to us on the exceptions of the charging parties, Rosalyn Davis and other full-time teachers who are in a negotiating unit represented by the respondent, East Ramapo Teachers' Association, to a hearing officer's decision dismissing their charge. They had charged the respondent with violation of its duty of fair representation to them in that it refused to furnish them with legal representation in a dispute over the respective seniority rights of part-time and full-time teachers. The employer had abolished elementary school teaching positions in June 1976, and a legal dispute ensued between part-time and full-time teachers in the negotiating unit represented by respondent as to which teachers would be laid off. Respondent determined that the collective agreement which it negotiated with the employer supported the posture of the part-time teachers. Accordingly, it furnished them with legal counsel on the court action that they instituted against the employer to protect their jobs. Charging parties are full-time teachers who would have been laid off had the part-time teachers been successful in their court action.[1] They requested respondent to furnish them with legal counsel as

1 The Supreme Court, Rockland County, decided in favor of the full-time teachers, saying that, insofar as the contract between respondent and the employer provided tenure for part-time teachers, it was "illegal and unenforceable".

well and, when respondent refused to do so, they filed the charge herein.

The hearing officer found that respondent had previously provided or denied legal services to unit employees on a case-by-case basis, depending upon its evaluation of the merits of the situation and that its denial of legal services to the charging parties was consistent with this past practice. He concluded that respondent's conduct violated no duty of fair representation to the full-time teachers and he dismissed the charge.

In its exceptions, charging parties argue (1) respondent was not justified in its support of the part-time teachers because the issue before the court was exclusively one of statutory rights and not of contract interpretation; (2) the past practice of the respondent was to provide legal services to unit employees on both sides of a dispute when such a dispute existed; (3) court decisions compel a union to remain neutral in litigation between factions within its constituency by either furnishing legal services to both sides or to neither.

Having reviewed the record and considered the written and oral arguments of the parties, we affirm the findings of fact and conclusions of law of the hearing officer. There was a contract question in the lawsuit. The determination by the court that the contract provision was "illegal and unenforceable" does not derogate from the right of respondent to argue in support of its contract in that litigation.

The record supports the hearing officer's finding that there was no past practice of respondent automatically furnishing legal services to unit employees on both sides of a litigated dispute. This was done in one instance, but under unusual circumstances. A lawsuit was commenced while respondent was affiliated with one statewide association of teachers' unions and that statewide association represented one party in the dispute. Subsequently, respondent became affiliated with a competing statewide association of teachers'

unions and the second association represented the opposing side in the lawsuit. From that unusual situation, we cannot conclude that there is a compelling precedent for respondent to remain neutral in a legal dispute between opposing factions within its constituency.

Charging parties cite two court decisions in support of the proposition that a union must remain neutral under such circumstances: Jacobs v. East Meadow UFSD, Supreme Court, Nassau County, July 27, 1977; and Board of Educ. of the City of New York v. Califano, U.S. District Court, Southern District, January 24, 1978. In the first case, the court stated: "...it seems incongruous for a union to sponsor or support the attack of one member against the job security of another member in what can be termed a 'one on one' dispute.", and held that a union cannot do so. Where the matter at issue is of concern to the union, the court would permit the union to go no further than to appear amicus curiae.

Although the federal court decision may be distinguishable on its facts -- involving what appears to be a civil rights dispute between male and female teachers -- the court's opinion quotes at length and approvingly from the State court decision in the Jacobs case. We are not persuaded by the reasoning in these decisions that an employee organization violates its Taylor Law duty of fair representation when it intercedes in a legal dispute by providing support for those employees who rely upon its interpretation of its collective agreement, and by denying such support to those employees who contest that agreement. Almost all job security disputes involve questions, the resolution of which would advantage some employees over others. The obtaining of a promotion for one employee usually means that another employee will be denied it. When a union obtains reinstatement of one employee, another employee may be laid off. Thus, many contract grievances involve the "one on one disputes" from which the court in the Jacobs case would bar a union. In Cohen v. East

Ramapo CSD, a similar case to the one before the court in Jacobs, a second judge in the Supreme Court, County of Rockland (Dec. 28, 1977), considered the decision in the Jacobs case and declined to apply it.

The test for determining whether an employee organization has violated its duty of fair representation was stated by us in Matter of Brighton Transportation Assn. and Richard Raz, 10 PERB ¶3090. In it, we determined that an employee organization violates its duty of fair representation when its conduct is "improperly motivated or so negligent or irresponsible as to constitute a breach of the duty of fair representation". In the instant case, the conduct of the respondent does not violate that standard.

ACCORDINGLY, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: New York, New York
Apr. 13, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-4/13/78

In the Matter of	:	
BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY	:	BOARD DECISION AND ORDER
Upon the Application for Designation of Persons as Managerial or Confidential	:	CASE NO. E-0378

On November 30, 1976, the Board of Cooperative Educational Services of Nassau County (BOCES) applied for the designation of twenty-five employees as Managerial or Confidential. No objection was raised regarding fifteen of these employees. The Nassau BOCES Administrators' Association (Association) contested the designation of ten of the employees as Managerial or Confidential. After a hearing, the Acting Director of Public Employment Practices and Representation (Director) determined that all twenty-five of the employees were Managerial. The Association has filed exceptions to the determination insofar as it applies to the ten contested designations.[1]

The exceptions fall into two categories. The first group consists of three exceptions to statements made by the Director in his presentation of background material. In our view, none of the statements is essential to his findings that the ten employees perform managerial functions.[2]

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1 The Acting Director's order lists the employees determined by him to be Managerial in three groups. The exceptions relate to the ten employees in Group III. Thus, with respect to the employees in Groups I and II, the decision of the Acting Director is final. Of the ten employees in Group III, one, Thomas Caramore, a personnel administrator, had left the position while the case was at hearing. As it was indicated that the vacancy would be filled shortly, the vacant position was declared Managerial.

2 One challenges a statement regarding the number of students serviced by BOCES. Whether or not the Director's number is correct involves a question of interpretation of facts. Fewer students are serviced by BOCES directly, but the stated number are serviced indirectly. The second and third challenge characterizations of BOCES' management policies that also raise questions of conceptual interpretation that are irrelevant to the specific questions regarding the functions of the ten disputed positions.

The second category consists of ten exceptions to the Director's findings of fact and conclusions of law as to each of the ten determinations. There is no question but that the Director applied appropriate legal tests in reaching his determination. Each of the employees was determined by him either to have been involved in the formulation of policy or to have been directly involved in the collective negotiations process. Under 201.7(a) of the Taylor Law, such employees are Managerial. In an extensive brief, the Association has culled the record for evidence to support its contention that each of the ten employees in question is not Managerial. However, a review of the complete record indicates that the excerpts cited by the Association provide an incomplete picture of the functions and responsibilities of the ten employees. The record, as a whole, supports the findings of fact of the Director.

NOW, THEREFORE, WE ORDER that the decision of the Director be, and it hereby is, affirmed.

DATED: New York, New York
April 13, 1978

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of SARATOGA SPRINGS SCHOOL DISTRICT, Respondent, -and- SARATOGA COUNTY EDUCATIONAL CHAPTER, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Charging Party.	#2C-4/13/78 BOARD DECISION AND ORDER CASE NO. U-2778

This matter comes to us on the exceptions of the Saratoga Springs School District (respondent) to a hearing officer's decision that it violated its duty to negotiate in good faith with the Saratoga County Educational Chapter, Civil Service Employees Association, Inc. (charging party) when it subcontracted its transportation program to a private concern without having previously negotiated with the charging party about its contemplated decision to do so. Respondent's exceptions and supporting arguments contend that:

1. It did negotiate its contemplated decision to contract out transportation services.
2. It was not in violation, even if its conduct did not constitute good faith negotiations, because the union had waived its right to such negotiations.
3. Even if it violated its duty to negotiate in good faith, the hearing officer's recommended order was improper insofar as it directed reinstatement of the employees terminated as a result of the subcontract.

FACTS

Charging party is the exclusive negotiating representative of respondent's employees in an overall non-instructional unit. This includes transportation employees. There is a collective agreement between the parties

covering the two-year period from July 1, 1976 through June 30, 1978. The agreement is silent on the subject of subcontracting. When that agreement was being negotiated in June 1976, respondent had been contemplating subcontracting its pupil transportation services in order to effect savings in cost. While this was known to the charging party, neither party raised the issue during these negotiations. Respondent thereafter dropped the idea of subcontracting transportation in 1976. In 1977, respondent again considered contracting out its transportation program. It appointed an ad hoc committee to consider this and other matters relating to the preparation of the following year's school budget. Charging party was represented on this committee, along with the Parent-Teachers Association and other groups. After the committee, over the objections of the charging party, recommended the action subsequently taken by respondent, charging party was allowed to present its arguments at a meeting of respondent's board and at a special meeting of respondent's officers. At each of these meetings, charging party attacked the contemplated action and argued that it could not be taken without prior negotiation. Rejecting their arguments, respondent sought bids from private transportation companies. The charging party sought negotiations on the contemplated subcontracting, and it offered to renegotiate other terms and conditions of employment as well, but respondent refused to consider negotiations that would involve its determination to contract out its transportation services. On June 28, 1977, respondent accepted the bid of a private transportation company and entered into a contract with that company on July 15, 1977, the contract becoming effective three days later, for the school year 1977-78.

Under the agreement, the District retains ownership of the buses, and the company covenants to operate and maintain them "consistent with and equivalent to the transportation program of the District for the 1976-77 school year," and to "conform to and abide by the policies, rules and regulations of [the District] as set out in the [School Board Policy regarding Transportation]."

The District reserves the right to approve all route schedules and to enforce its own safety requirements. As concerns personnel, the company is required to give preference in hiring to former District employees and all hiring must be approved by the Superintendent of Schools.[1]

DISCUSSION

This Board has held, in a scope of bargaining issue presented to it, that a contract demand concerning prior consent of the collective bargaining representative to contracting out the work performed by the unit employees is a mandatory subject of bargaining, Somers Faculty Association, 9 PERB ¶3014 (1976).[2] The Board there expressed for the first time its view that this was a mandatory subject of bargaining even though the contemplated action might be motivated solely by a desire to cut the costs of the particular operation. It explained its conclusion in the following way:

> The demand does not contemplate the School District changing its basic mode or method of operation or extent of services that it renders to its constituency. A decision to do this would be a management prerogative (New Rochelle, 4 PERB 3704). It relates only to a situation in which the School District might, out of a desire to cut costs, cause one group of employees to be replaced by another group that would perform the same services. In determining that this is a mandatory subject of negotiations we are impressed by the reasoning of the U.S. Supreme Court in Fibreboard Paper Products Corp. v. NLRB, 379 U.S. 203 (1964). In that case the court held that the subcontracting of work which resulted in replacement of employees in the bargaining unit by those of an independent contractor to do the same work under similar conditions of employment was a mandatory subject of negotiations.

In the case before us, we deal with the charge of an improper practice by reason of subcontracting action taken without prior negotiation with the unit bargaining representative. Here, the subcontract involved the replacement of unit employees of the public employer with employees of a contractor who do the same work under similar performance standards. As such, the subject of

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[1] The record does not show how many of the unit employees were hired by the Company.

[2] See also East Ramapo, 10 PERB ¶3064 (1977) and Northport, 9 PERB ¶3003 (1976) in which we decided that a public employer must negotiate prior to reassigning work that had been performed by unit employees to non-unit employees.

subcontracting plainly comes within the meaning of the words, "terms and conditions of employment."

We arrive at this conclusion in reliance on the balancing test that we first applied in Matter of New Rochelle, 4 PERB ¶3060 (1971), to determine whether or not a demand is a mandatory subject of negotiation. In that case, we concluded that even an action which affects such an important matter as job security might not be a mandatory subject of negotiation where it involves the exercise of the governmental prerogative of determining the nature and extent of services to be rendered to the public.[3] In that case, we determined that a decision to eliminate certain public services, and consequently the jobs of the employees who perform those services, was essentially an act of concern with "public policy" in the exercise of governmental entrepreneurial prerogative and we determined that there was no duty to negotiate about the matter. The situation here, however, differs significantly from that which was before us in New Rochelle because respondent has not altered the nature and extent of the services that it was affording its constituency. Rather, it intends to continue the same services that it had provided before, merely replacing its own public employees with those of a private employer. While its sole concern may be one of possible economic advantage deriving from the change, the predominant characteristic of the action is that its principal and predominant effect is on the terms and conditions of employment of those affected by it.

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[3] New York State courts have approved of this balancing test, West Irondequoit Teachers Association v. Helsby, 35 NY2d 46 (1974); IAFF of New Rochelle v. Helsby, 59 AD2d 342 (1977), Lv. to Appeal den. __ NY2d ___ (1978); City of New Rochelle v. Crowley, ___ AD2d ___ (2nd Dept., 1978), 11 PERB ¶7002.

Our conclusion is strongly compelled here by the narrow scope of the subcontract and the special nature of the relationship between the contracting parties in that respondent retains possession of the operating facilities (i.e., the buses) and exercises substantial control over the nature of the operations and the selection of personnel. Thus, the matter is a mandatory subject of negotiation.

A similar test on facts not so compelling as those presented here was applied by the Supreme Court of the State of Wisconsin on November 30, 1977 in Unified School District No. 1 of Racine County v. WERC (Decision No. 12055-B). In that case, the court applied a "primary relationship" test, saying:

> The question is whether a particular decision is primarily related to the wages, hours and conditions of employment of the employees, or whether it is primarily related to the formulation or management of public policy. . . . The policy and functions of the district are unaffected by the decision [to subcontract food services]. The decision merely substituted private employees for public employees. The same work will be performed in the same places and in the same manner. The decision would presumably be felt in only two ways; it is argued that it would result in a financial saving to the district, and the district's food services personnel will have to bargain with ARA [the contractor] for benefits which they enjoyed before the decision. . . . The primary impact of this decision is on the "conditions of employment" . . . The Commission and the circuit court were therefore correct in holding that bargaining was mandatory with respect to the decision. [4]

[4] Agencies of other states that interpret the duty of public employers to negotiate have uniformly held that "subcontracting" is a mandatory subject of negotiation. Southington Bd. of Educ. and AFSCME Local 1303, Conn. State Bd. of Lab. Rela., Case No. MPF-2618, Decision No. 1221, May 10, 1974; Matter of City of Boston and Boston Typographical Union No. 13, ITU, Mass. Lab. Rela. Com., Case No. MUP-2703, August 24, 1977; VanBuren Public School Dist. v. Wayne County Circuit Judge, 61 Mich.App. 6, 232 NW 2d 278 (1975); Metro. Utilities Dist. Employee Assn. v. Metro Utilities Dist., et al., Ct. of Ind'l Rela. of the State of Nebraska, Case No. 59, January 4, 1972; Township of Little Egg Harbor and AFSCME Council 71, 2 NJPER 5 (1976); McKeesport Area School Dist., Penn. Lab. Rela. Bd., 6 PPER 153 (1975); State of R.I., Univ. of R.I., SLRB Case No. EE-1899 (1973).

The nature and extent of the duty to negotiate about this type of subcontracting is another matter and one that is not before us here.[5] In the instant case, while conceding before us that it was obliged to negotiate, the respondent had engaged in no negotiations prior to taking action unilaterally. In its defense, it relies upon the participation of charging party in the advisory committees and upon the school board's and the school district's officials' meetings with charging party. However, these procedures were no more than a meaningless prelude to what was intended to be, and in fact was, the effectuation by respondent of its predetermined decision to act on its own in the matter. The essential characteristic of the give-and-take of prior negotiation was clearly lacking. We also reject respondent's contention that charging party waived its right to negotiate over the question of the subcontracting. The record is clear that charging party objected to respondent's conduct at all times and that it wanted to, and manifested to respondent its desire to, negotiate over the contemplated change (see Matter of State of New York, 6 PERB ¶3005 [1973]).

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[5] In Wappinger Central School Faculty Association, Inc., 5 PERB ¶3074 (1972), we recognized that there are situations where, after negotiations as to a mandatory subject of negotiation have not yet yielded an agreement, a public employer may take unilateral action. The particular situation in that case involved an action which, if it were to be effective, had to be taken no later than a certain date. Among the circumstances that persuaded us that the employer did not violate its duty to negotiate in that case were that the employer had negotiated in good faith before making its unilateral decision and was willing to continue to negotiate thereafter regarding the impact of its decision. This reasoning may well apply to a public employer's duty to negotiate about a decision to subcontract made for economic reasons.

We also find no merit in respondent's contention that we are without power to issue a remedial order other than a direction that it negotiate in good faith with charging party. The basis of respondent's position is that Chapter 429 of the Laws of 1977, which broadened our authority to issue remedial orders, did not become effective until July 12, 1977. That argument is not applicable here. The subcontract, which is the act of impropriety in the instant case, was not executed until July 15, 1977, and did not become effective until three days later. Both of these occurrences took place after L. 1977, c.429, became effective. We note also that the remedy here imposed is directly related to the particular facts before us.

NOW, THEREFORE, WE AFFIRM the decision of the hearing officer, and

WE ORDER respondent Saratoga Springs School District to:

1. Offer reinstatement under their prior terms and conditions of employment to those employees terminated as a result of the July 15, 1977 agreement with Upstate Transportation Consortium, Inc., together with any loss of wages or benefits that they may have suffered by reason of such agreement, and

2. Negotiate in good faith with CSEA concerning terms and conditions of employment.

Dated, New York, New York
April 13, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-4/13/78

In the Matter of the Application of the

TOWN OF OYSTER BAY

for a Determination pursuant to Section 212 of the Civil Service Law.

Docket No. S-0019

At a meeting of the Public Employment Relations Board held on the 13th day of April, 1978, and after consideration of the application of the Town of Oyster Bay made pursuant to Section 212 of the Civil Service Law for a determination that its Local Law #6-1967 as last amended by Local Law #4-1978 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

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

Dated: New York, New York
April 13, 1978

Harold Newman
HAROLD NEWMAN, Chairman

Ida Klaus
IDA KLAUS

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-4/13/78

In the Matter of the Application of the COUNTY OF DELAWARE for a Determination pursuant to Section 212 of the Civil Service Law.	BOARD ORDER Docket No. S-0057

At a meeting of the Public Employment Relations Board held on the 13th day of April, 1978, and after consideration of the application of the County of Delaware made pursuant to Section 212 of the Civil Service Law for a determination that Resolution No. 42 of the Board of Supervisors of Delaware County, dated June 12, 1969 as last amended by Resolution No. 42 of February 8, 1978, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

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

DATED: New York, New York
April 13, 1978

Harold R. Newman
HAROLD R. NEWMAN, Chairman

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Ida Klaus
IDA KLAUS

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD #2F-4/13/78

In the Matter of the Application of the	
COUNTY OF WESTCHESTER	BOARD ORDER
for a Determination pursuant to Section 212 of the Civil Service Law.	Docket No. S-0037

At a meeting of the Public Employment Relations Board held on the 13th day of April, 1978, and after consideration of the application of the County of Westchester made pursuant to Section 212 of the Civil Service Law for a determination that its Act No. 84-1967 as last amended by Act No. 13-1978, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

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

DATED: New York, New York
April 13, 1978

Harold R. Newman
HAROLD R. NEWMAN, Chairman

Ida Klaus
IDA KLAUS

5193

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2G-4/13/78

In the Matter of TOWN OF CROGHAN, Employer, - and - TRUCK DRIVERS AND HELPERS LOCAL UNION 687, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Petitioner.	BOARD DECISION AND ORDER CASE NO. C-1631

On December 8, 1977, the Truck Drivers and Helpers Local Union No. 687, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees employed by the Town of Croghan.

The parties executed a consent agreement wherein they stipulated that the negotiating unit would be as follows:

Included: All town highway department employees including equipment operators, truck drivers, laborers, landfill employees and CETA employees.

Excluded: All other town employees.

Pursuant to the consent agreement and in order for the petitioner to demonstrate its majority status, a secret ballot election was held on March 22, 1978. However, the results of the election indicate that a majority of eligible voters in the stipulated unit do not desire to be represented for purposes of collective nego-

tiations by the petitioner.[1/]

THEREFORE IT IS ORDERED that the petition should be, and hereby is, dismissed.

Dated at Albany, New York
This 13th day of April, 1978

Harold Newman
Harold Newman

Ida Klaus
Ida Klaus

1/ Of the fourteen ballots cast, 7 were for and 7 against representation by the petitioner.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SHERIFF'S DEPARTMENT, COUNTY OF ALBANY AND COUNTY OF ALBANY,

Joint Employer

- and -

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Petitioner.

#2H-4/13/78

CASE NO. C-1589

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 the 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 agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time (those working 20 hours a week or more) clerks, clerk stenographers, maintenance personnel, nurses, correction counselors, cooks, bakers, storeroom supplier.

Excluded: Chief of maintenance, chief clerk and all other employees of the Albany County Jail and Penitentiary and the Albany County Sheriff's Department.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the 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 13th day of April, 1978.

5196

Harold Newman
Harold Newman

Ida Klaus
Ida Klaus

PERB 58.3 (12-77)

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
ROOSEVELT UNION FREE SCHOOL DISTRICT,	:	#2I-4/13/78
Employer,	:	
- and -	:	CASE NO. C-1613
ROOSEVELT TEACHERS ASSOCIATION,	:	
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 the Roosevelt Teachers Association

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

Unit: Included: All professional personnel employed by the District under the regular teachers salary schedule and all school nurses.

Excluded: District Director of: Music, Reading Pupil Services, Pre-K, Atheletics. District Coordinator: Special Ed, Bi-Lingual Ed.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Roosevelt Teachers Association

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

Signed on the 13th day of April, 1978.

Harold Newman
Harold Newman

5107

Ida Klaus
Ida Klaus

PERB 58
(10-75)

STATE OF NEW YORK
PUBL EMPLOYMENT RELATIONS BOARD

In the Matter of	
MONTICELLO HOUSING AUTHORITY, Employer,	#2J-4/13/78
- and -	CASE NO. C-1628
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 750, COUNCIL 66, 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 the American Federation of State, County and Municipal Employees, AFL-CIO, Local 750, Council 66

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

Unit: Included: All full time employees.

Excluded: Director.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 750, Council 66.

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 13th day of April, 1978.

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Harold Newman

Harold Newman

Ida Klaus

Ida Klaus

PERB 58.3 (12-77)