

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of	:	#2A - 10/12/78
	:	
AUBURN ADMINISTRATORS ASSOCIATION,	:	<u>BOARD DECISION AND ORDER</u>
	:	
Respondent,	:	
	:	<u>CASE NO. U-2926</u>
-and-	:	
	:	
GUY M. BOVI,	:	
	:	
Charging Party.	:	

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HINMAN, STRAUB, PIGORS and MANNING (BERNARD J. MALONE, ESQ.,  
of Counsel), for Respondent

RICHARD R. PARKER, ESQ., for Charging Party

The charge herein was filed by Guy M. Bovi on October 11, 1977. It alleges that the Auburn Administrators Association (Association) committed an improper practice in that it coerced him into joining the Association and that it did not represent him fairly in negotiations with the Auburn Enlarged City School District (District). It was of particular concern to Mr. Bovi that the Association and the District reached an agreement under which he received approximately \$1,800 less in salary in 1977-78 than he had received for performing the same duties during the prior year. The hearing officer dismissed the charge on the basis of his finding that the Association had made good faith attempts to protect Mr. Bovi's interests during negotiations and that, ultimately, it had to agree to the District's demand for a cut in the salary level of Mr. Bovi's position if there was to be a pay increase for any employees in the unit. This matter now comes to us on the exceptions of Mr. Bovi. In his exceptions, he contends that the hearing officer did not deal with the question of whether the Association coerced him into becoming a member. They state

that the Association's "breach of the duty of fair representation came not in the terms of the final agreement, but in its direct dealings with Mr. Bovi..."

#### Facts

Mr. Bovi was employed by the District as a teacher in 1960. He had served as the summer school principal since 1965 and has been a department chairman since 1969. He had been in the teacher unit until the positions of summer school principal and department chairman were accreted by negotiation to the administrator unit on November 19, 1976. Mr. Bovi did not join the Association at that time.

In December 1976, the Association and the District commenced negotiations for a successor to their 1976-77 contract. It was the position of the District in those negotiations that all administrators would work on a twelve-month schedule. Under this arrangement, the position of summer school principal would be an additional assignment carrying no extra salary.

Several times during the negotiations, Mr. Bovi asked the Association's president and its chief negotiator about the status of negotiations regarding his summer position. They declined to give him the information he sought and indicated to him that he could not expect them to give him that information and to negotiate in his behalf because he was not a member of the Association. When, in late March or early April 1977, the position of summer school principal was posted, Mr. Bovi again attempted to obtain information from the Association regarding its salary level. Although he was unsuccessful in his quest, Mr. Bovi applied for the position and was appointed to it in May 1977. At about this time, he joined the Association. When, on June 14, 1977, the Association ratified the agreement, which extended Mr. Bovi's work year as a department chairman and eliminated his separate salary as summer school principal, Mr. Bovi resigned from the Association.

Discussion

The record supports the hearing officer's conclusion that the Association did in fact represent Mr. Bovi fairly in the negotiations in that it made a serious attempt to protect his interests. We nevertheless find that the Association engaged in improper conduct toward Mr. Bovi. The Association indicates that the reason it did not inform him of the status of negotiations regarding his summer school position is that it had a general policy not to publicize any aspect of negotiations. However, in reply to his request, it did not inform Mr. Bovi of this policy. Instead, it told him that he was not being given the information because he had not joined the Association. Such a false statement could only have been designed to coerce Bovi into joining the Association. Similarly, the statement that the Association would not represent him in negotiations because he was not a member of the Association misled Mr. Bovi into believing that he would have to join if he wanted to be fairly represented. An aspect of an employee organization's duty to represent all unit employees fairly without regard to membership is that it may not coerce employees into joining by implying that it will not honor that duty fully as to them. Here, the Association did convey that impression to Bovi. Indeed, it conveyed it so effectively that Mr. Bovi felt compelled to join the Association in May 1977.

ACCORDINGLY, WE determine that the Association violated §209-a.2(a) in that it coerced Mr. Bovi to join the Association by making a false statement to him and by failing to honor its duty of fair representation as to him, and

WE ORDER the Association,

1. to cease and desist from falsely conveying to Mr. Bovi or to any other unit employee that it will withhold information from them about negotiations because they are not members

of the Association or from informing them that it will not represent their interests in negotiations because they are not members of the Association; and

2. to post upon all bulletin boards regularly used by the Association to communicate with unit employees a notice stating that it will not falsely inform employees that it will withhold information about negotiations from them because they are not members of the Association or that it will not represent their interests in negotiations because they are not members of the Association.

DATED: Albany, New York  
October 13, 1978

*Harold R. Newman*  
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Harold R. Newman, Chairman

*Ida Klaus*  
\_\_\_\_\_  
Ida Klaus, Member

*David C. Randles*  
\_\_\_\_\_  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2B - 10/12/78  
: :  
STATE OF NEW YORK (DEPARTMENT OF MENTAL :  
HYGIENE, WILLOWBROOK DEVELOPMENTAL CENTER), : BOARD DECISION AND ORDER  
: :  
Respondent, :  
: CASE NO. U-2684  
-and- :  
: :  
RONN A. BEN AAMAN, :  
: :  
Charging Party. :  
:

JOSEPH M. BRESS, ESQ., (JEFFREY M. SELCHICK and  
FLORENCE T. FRAZER, of Counsel) for Respondent

COVINGTON, HOWARD, HAGOOD & HOLLAND, ESQS.,  
(FREDERICK C. HAYES, of Counsel) for Charging  
Party

This matter comes to us on the exceptions of Romn A. ben Aaman to the decision of the hearing officer dismissing his charge that the State of New York (Department of Mental Hygiene) committed an improper practice by initiating disciplinary proceedings against him based upon his activities as a 1 union representative.

1 The charge had also alleged that the State improperly delayed delivery of ben Aaman's pay check on April 7, 1977, and failed to grant him a hearing related to an unsatisfactory work performance rating for the year 1975. The hearing officer dismissed both allegations. The former is mentioned in passing in ben Aaman's exceptions, but does not appear to be the basis for an exception. If it were, we would find that the record supports the conclusion of the hearing officer that the delay in ben Aaman's pay check was attributable to an administrative error and not to any design to punish him. The latter allegation was time-barred at the commencement of the hearing; it is not referred to in the exceptions.

He makes three arguments in support of his exceptions:

1. The actions complained about in the disciplinary proceedings were all taken while he engaged in protected activities; the bringing of charges that complain of the manner in which ben Aaman conducted himself while engaging in protected activities was a per se violation of his right to participate in the affairs of an employee organization.
2. Even if not a per se violation of ben Aaman's rights, the evidence establishes that the State's reason for initiating disciplinary charges against him was to retaliate for his zealous processing of employee grievances.
3. The hearing officer erred in admitting into evidence an arbitration award finding merit in some of the charges brought against ben Aaman.

#### Facts

Ben Aaman was a CSEA chapter representative at the Willowbrook Developmental Center. Among his responsibilities was the representation of fellow employees in grievances. On February 2, 1977, the State initiated a disciplinary charge against him which contained five specifications. Each of the specifications dealt with matters related to ben Aaman's representation of fellow employees. The first was that on December 2, 1976, during a second-stage contract grievance hearing, he threatened a supervisory employee. The second is that on October 5, 1976, he abused another supervisory employee by directing foul language at her. The third is that on December 17, 1976, he insisted upon his right to represent an employee who did not request his assistance and created a disturbance during the conduct of a formal investi-

gation. The fourth is that on October 5, 1976, he left his assigned work area to engage in union business without obtaining proper authorization. The fifth is that on October 7, 1976, he again left his assigned work area to engage in union business without obtaining proper authorization.

The hearing officer admitted into evidence an arbitration award that was issued in the disciplinary proceeding. The arbitrator had found ben Aaman guilty of the first and third specifications of the charge. He found that the State had "failed to establish a convincing case" with respect to the second specification and that it also failed to prove the fourth and fifth specifications.

#### Discussion

An employee has a protected right to participate in the activities of the employee organization of his choosing, which includes the right to serve as chapter representative of that organization and to process grievances on its behalf. The right is not unlimited, however. On occasion, the grievance representative may engage in impulsive behavior that an employer would not have to tolerate from an employee who is engaged in his normal tasks. Although an employer may not ordinarily discipline the employee representative for such behavior, there are circumstances in which overzealous conduct on his part may constitute misconduct. As the Federal Courts have held:

"The employee's right to engage in concerted activity may permit some leeway for impulsive behavior which may be balanced against the employer's right to maintain order and respect." NLRB v. Thor Power Tool Co., 351 F.2d 584, (7th Cir., 1965), 60 LRRM 2237.

Accordingly, we reject ben Aaman's contention that his actions were inherently privileged and that the mere initiation of the disciplinary proceeding was a per se violation of his protected rights.

We turn to his second argument. The hearing officer determined that the charges against ben Aaman were not brought in retaliation for his exercise of protected rights. The basis for this determination was that some of the matters with which he was charged were of sufficient gravity to constitute adequate motivation for the bringing of the charge. He also found that the evidence did not support a finding of hostility against CSEA by the State or by any of its agents involved in bringing the charges against ben Aaman.

We affirm the conclusion of the hearing officer. We find no basis for ben Aaman's contention that the State was "out to get him" because he processed grievances zealously. It is difficult to ascertain the motivation of a party for the action that it takes. The judgment must necessarily be made on the basis of relevant surrounding circumstances. That the State was unable to sustain the allegations of some violations does not reflect on the sincerity of its belief that there was probable cause as to them, especially in the absence of a showing of anti-union hostility by the State.<sup>2</sup> By the same token, the seriousness of the allegations that were sustained would normally be sufficient reason in itself for instituting disciplinary proceedings. Accordingly, we reject ben Aaman's contention that the record establishes improper motivation for the bringing of the charge.

The hearing officer committed no error when he admitted the arbitration award into evidence and relied upon its findings as to the facts. In New York City Transit Authority, 4 PERB ¶13031 (1971), we determined that the factual conclusions in an arbitration proceeding could be accepted in an improper practice proceeding. In that case, we set up three tests which must be met for such reliance:

- (1) the issues raised by the improper practice charge were fully litigated in the arbitral proceeding;

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<sup>2</sup> See Texberry Container Corp., 217 NLRB 58 (1975), 89 LRRM 1054.

- (2) the arbitral proceeding was not tainted by unfairness or serious procedural irregularities; and
- (3) the determination of the arbitrator was not clearly repugnant to the purposes and policies of the Taylor Law.

These tests were met in the instant case. Accordingly, we reject ben Aaman's exception directed to the hearing officer's admission of the award and his reliance upon its determination of the facts.

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

DATED: Albany, New York  
October 13, 1978

*Harold R. Newman*  
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Harold R. Newman, Chairman

*Ida Klaus*  
\_\_\_\_\_  
Ida Klaus, Member

*David C. Randles*  
\_\_\_\_\_  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C - 10/12/78

In the Matter of

BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF NEW YORK,

Employer,

-and-

NEW YORK STATE NURSES ASSOCIATION,

Petitioner,

-and-

UNITED FEDERATION OF TEACHERS,  
Local 2, AFT, AFL-CIO,

Intervenor.

BOARD DECISION AND ORDER

CASE NO. C-1530

DAVID BASS, ESQ., for Employer  
ROBERT H. JONES, III, ESQ. (RICHARD J. SILBER,  
ESQ., of Counsel) for Petitioner  
LUCILLE SWAIM for Intervenor

The issue before us is whether nurses and therapists employed by the Board of Education of the City School District of the City of New York (District) may properly constitute a negotiating unit. The petitioner, New York State Nurses Association (NYSNA), argues that they may not because, as a matter of law, nurses are entitled to negotiating units that exclude other categories of employees.<sup>1</sup>

<sup>1</sup> United Federation of Teachers, Local 2, AFT, AFL-CIO, which has intervened in this proceeding, supports the ruling of the Director of Public Employment Practices and Representation (Director) that the nurses and therapists employed by the District constitute a negotiating unit. The District takes no position on the negotiating unit.

Facts

The District employs fifteen nurses. Of these, nine are in the District's "Follow-Through" program. They work a ten-month year and are paid 10/12's the salary that is paid to the other nurses, all of whom work a twelve-month year. Two of the nurses are employed at the District's main office, where they work with adults rather than with children. The remaining four nurses are employed at centers for multiply handicapped children.

The District employs ten occupational and physical therapists. These therapists are all employed at the centers for multiply handicapped children. They work together with the four nurses at the centers as part of a medical team that performs under the supervision of a physician. The record establishes that both the therapists and nurses are medical professionals and that they are held to similar standards of professionalism. It also establishes that the terms and conditions of employment of both groups are similar,<sup>2</sup> as are their labor relations objectives. Both the nurses and therapists who testified saw no conflict of interest between these two categories of employees and they supported a single unit.

On these facts, the Director determined that all the nurses share a clear community of interest. He also determined that the nurses and the therapists who work in the centers for multiply handicapped children also share a clear community of interest. Concluding that there was as well no conflict in labor relations interests between the therapists and those nurses who work in locations other than the centers for the multiply handicapped children, the Director ruled that the fifteen nurses and the ten therapists most appropriately constitute a single negotiating unit.

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<sup>2</sup> The sole difference appears to be that the employer voluntarily contributes welfare payments on behalf of nurses and therapists to two different welfare funds, but the amount of the welfare contributions is the same.

Discussion

NYSNA has taken exception to the Director's ruling. In support of its argument that, as a matter of law, nurses are entitled to negotiating units that exclude other employees, it cites several decisions in which nurses were given separate units. However, these decisions do not support NYSNA's thesis. In each of these cases, there was a factual determination that the nurses and other employees did not share a community of interest. The terms and conditions of employment of the nurses and their labor relations objectives differed significantly from those of the other employees. None of those cases involved other employees whose professional status and functions were as closely related to those of nurses as are the therapists here. Moreover, in this case the testimony of the nurses and the therapists was that they shared a community of interest. These factual distinctions make those decisions inapposite here.

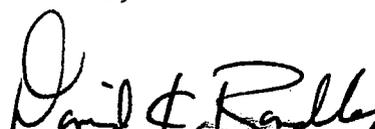
WE AFFIRM the determination of the Director that, on the facts herein, the appropriate negotiating unit consists of the fifteen nurses and the ten therapists employed by the District, and

WE ORDER that an election by secret ballot be held under his supervision among all the employees in that negotiating unit.

DATED: Albany, New York  
October 13, 1978

  
Harold R. Newman, Chairman

  
Ida Klaus, Member

  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D- 10/12/78

In the Matter of	:	
	:	
PEARL RIVER UNION FREE SCHOOL DISTRICT,	:	
	:	
Respondent,	:	<u>BOARD DECISION AND ORDER</u>
	:	
-and-	:	<u>CASE NO. U-2914</u>
	:	
PEARL RIVER TEACHERS ASSOCIATION,	:	
	:	
Charging Party.	:	
	:	

GUAZZO, SILAGI, CRANER & PERELSON, P.C. (STEPHEN PERELSON,  
ESQ., of Counsel) for Respondent  
WILLIAM J. BEENHOUWER, for Charging Party

In a decision which was issued on May 17, 1978, the hearing officer dismissed all but two specifications of a charge that was filed by the Pearl River Teachers Association (Association) which alleged that the Pearl River Union Free School District (District) violated its duty to negotiate with it in several particulars. This matter now comes to us on the exceptions of the Association.<sup>1</sup> Its exceptions raise seven issues.

The Legality of the District's Unilateral Change  
of Terms and Conditions of Employment

The hearing officer dismissed a specification of the charge that the District improperly altered terms and conditions of employment after the expiration of the parties' most recent contract. The District conceded that it had altered terms and conditions of employment while the parties were negotiating

<sup>1</sup> It filed exceptions to several, but not all, of the hearing officer's determinations dismissing various specifications of its charge. The District filed no exceptions to the determination that two specifications of the charge against it were meritorious.

an agreement to succeed one that had expired. The issue is whether the alteration was consistent with the District's statutory responsibility to negotiate in good faith. The hearing officer determined that the District was not under a duty to maintain the status quo because the Association had already disturbed that status quo in "that the teachers were engaged in a job action and that it was both condoned and encouraged by the Association...." Supporting its exception to this determination, the Association contends that the teachers were not engaged in a job action and that, even if they were, their action cannot be attributed to the Association.

The evidence clearly supports the hearing officer's determination that the teachers were engaged in a job action.<sup>2</sup> It also supports his conclusion that the job action was condoned and encouraged by the Association. The Association's argument to the contrary is that it never conducted a formal vote calling for the job action and that there is no evidence that it ever "exerted 'pressure' on members of the bargaining unit to engage in an allegedly illegal job action...." The record does establish, however, that after a regular meeting, during which the Association leaders expressed their dissatisfaction with the course of negotiations, the leadership urged the members to meet in small groups and discuss among themselves "what they thought could be some form of protest as to the situation dealing with the contract." The Association cannot escape responsibility for the ensuing job action, which it encouraged and condoned, by asserting that it did not direct it in a formal manner.

#### The Legality of the District's Refusal to Entertain Grievances

The hearing officer dismissed a specification of the charge that the District improperly refused to process grievances after the expiration of

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<sup>2</sup> The job action was of a work-to-rule nature. The details are recited in the hearing officer's decision.

the parties' most recent contract. The Association takes exception to this determination.

The record establishes that, after the expiration of the contract, the District processed ten grievances through all steps prior to arbitration, but that it refused to have them submitted to arbitration. This position satisfied its responsibility regarding those ten grievances. In Port Chester-Rye UFSD, 10 PERB ¶3079 (1977), we ruled that §208 of the Taylor Law imposes upon an employer a continuing duty to entertain and deal with grievances even after the expiration of an agreement, but that this duty does not extend to arbitration. We held that the obligation to arbitrate is not imposed by the Law but derives from the terms of a contract and ceases with its expiration.

The Association filed two grievances in addition to those ten. Because they arose under contract clauses that did not involve mandatory subjects of negotiation, the District refused to process them. The Association argues that the District was obliged to do so because "there is no limit in law on the scope of grievances an employee organization is entitled to settle." In support of this argument, the Association cites several court decisions which are not applicable because they deal with a union's contract grievance rights during the life of the contract. Here, we deal with the nature of the statutory duty of an employer not to alter terms and conditions of employment during the hiatus period between contracts. As we have found, there is no such duty during that period with respect to matters that are not mandatory subjects of negotiation.<sup>3</sup>

#### Scope of Negotiations Questions

The remaining five exceptions are directed to determinations of the hearing officer that the District did not violate its duty to negotiate in good

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<sup>3</sup> See Troy Uniformed Firefighters Assn., Local 2304, IAFF, 10 PERB ¶3015 (1977)

faith by refusing to negotiate as to specific demands on the ground that they were not mandatory subjects of negotiation. Each of the demands in question consisted of a proposed contract article which contained two or more enumerated paragraphs. The hearing officer determined that at least one paragraph of each proposed article was a nonmandatory subject of negotiation. The Association contends that the hearing officer erred in these determinations. It further argues that, even if the District need not have negotiated over some of the paragraphs, it should have been compelled to negotiate over the remaining paragraphs. We do not agree. The record does not establish that the Association presented the various paragraphs in the five articles as comprising separable and independent demands. The District reasonably understood that the Association was seeking to negotiate each article as a single entity. It was willing to negotiate over aspects of each of the articles that constituted mandatory subjects of negotiation, but the Association never indicated its willingness to negotiate over the demanded articles without their nonmandatory aspects. Accordingly, if any paragraph in an article was not a mandatory subject of negotiation, the District committed no improper practice by refusing to negotiate as to the article as a whole.

We affirm the determination of the hearing officer that each of the five demands contained some elements that were not mandatory subjects of negotiation.

The Grievance Procedure.

The Association proposed that a grievance be defined to mean:

"Any claimed violation, misinterpretation, or inequitable application of any existing laws, and rules and regulations of the Commissioner of Education, and/or the Board of Education, or of this agreement which relate to all matters involving any aspect of the employment relationship."

This definition of a grievance is too broad to constitute a mandatory subject of negotiation because it would extend the grievance procedure to matters that

are themselves not mandatory subjects of negotiation.

Reduction in Force.

The Association concedes that its original demand regarding teacher layoffs (proposed Article XXXI) did not constitute a mandatory subject of negotiation. It argues that it substituted an alternative proposal entitled, "Impact of Demands for Reduction in Force". The District argues that it understood the second proposal to have been a supplement to the original demand and not a substitute for it. We find it unnecessary to resolve this question because the second demand is, itself, not a mandatory subject of negotiation.

In part it states:

"As a result of any reduction in force, said reduction will not increase the workload of any member of the instructional staff (class instruction periods, class size, additional non-teaching duties, etc.)."

Public employers have been required to negotiate over a demand to relieve the impact of an exercise of managerial prerogative that has the effect of increasing employee workload. In those instances, however, the subject of the impact demand itself must be of a mandatory nature. Here, however, the demand is that the employer absolutely refrain from increasing class size, and that it also maintain employee workload in other areas in the event of a reduction in force. Thus, it is a restriction upon the District's prerogative to determine class size, a matter about which it is not obligated to negotiate.

Transfers Initiated by a Teacher.

The proposed article (Article VIII) consists of paragraphs A through G. Were they presented independently, the District might have been obliged to negotiate over some of them. As they were presented as an entity, it was not obliged to negotiate as to any one of them. Several of the paragraphs would interfere with the District's prerogative of deploying its teachers in accord-

ance with its judgment as to how they could be most usefully assigned.

Class Size.

In part, this demand provides that:

"[B]oth parties agree that reasonable efforts will be made to seek continually [sic] class sizes that are appropriate to the subject and class level being taught while providing a maximum flexibility in the development of new patterns of organizing for instruction."

In an attempt to avoid the appearance of demanding negotiations as to specific numerical limitations upon class size, the Association seems to have proposed a general clause governed by vague standards which, if it is to have any significance, must be given specific meaning by an arbitrator. The Association cannot require negotiations over a clause that would delegate to an arbitrator authority to make the educational policy determination of what numerical limitations upon class size are appropriate to various subjects and grade levels. If it is not a general clause that is subject to interpretation by an arbitrator, it is in the nature of a preamble such as we have ruled not to be a mandatory subject of negotiation.<sup>4</sup>

Extended Leaves of Absence.

The proposed article (Article XII), consists of paragraphs A through I. Were they presented independently, the District might have been obliged to negotiate over some of them. As they were presented as an entity, it was not. The article, in part, would restrict the authority of the District to determine the assignment of a teacher who returns from an extended leave of absence. The deployment of staff is a management prerogative.

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<sup>4</sup> Orange County Community College Faculty Assn., 9 PERB ¶13068, at p. 3117 (1976).

NOW, THEREFORE, WE ORDER that the Association's exceptions be, and they hereby are, dismissed.

DATED: Albany, New York  
October 13, 1978

  
\_\_\_\_\_  
Harold R. Newman, Chairman

  
\_\_\_\_\_  
Ida Klaus, Member

  
\_\_\_\_\_  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of : #2E - 10/12/78  
:   
CITY OF BUFFALO URBAN RENEWAL AGENCY, : BOARD DECISION AND ORDER  
:   
Employer, : CASE NO. C-1720  
:   
- and - :   
:   
LOCAL 2651, AFSCME, :   
:   
Petitioner. :   
:

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On June 30, 1978, Local 2651, AFSCME (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 City of Buffalo Urban Renewal Agency (employer).

Thereafter, the parties executed a consent agreement which was approved by the Director of Public Employment Practices and Representation on September 20, 1978. The negotiating unit stipulated to therein was as follows:

Included: All employees of the employer.

Excluded: Senior stenographer, stenographer, agency clerk, legal counsel, neighborhood revitalization manager, superintendent of maintenance, assistant project manager, coordinator of policy planning, principal engineer, senior relocation specialist and neighborhood commercial revitalization coordinator.

Pursuant to the consent agreement, a secret-ballot election was held on September 26, 1978. The results of the election indicate that the majority of eligible voters in the stipulated unit who

cast valid ballots do not desire to be represented for purposes of collective negotiations by the petitioner.<sup>1/</sup>

Therefore, it is ordered that the petition should be, and hereby is, dismissed.

Harold R. Newman  
Harold R. Newman, Chairman

Ida Klaus  
Ida Klaus, Member

David C. Randles  
David C. Randles, Member

Dated at Albany, New York  
This 12th day of October, 1978

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<sup>1/</sup> There were six (6) ballots cast in favor of representation by the petitioner and eleven (11) ballots against representation by the petitioner. One challenged ballot was cast, but it was not sufficient to affect the results of the election.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
TOWN OF SWEDEN, : #2F - 10/12/78  
Employer, :  
-and- : Case No. C-1714  
SERVICE EMPLOYEES' INTERNATIONAL :  
UNION, LOCAL 200, 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

Service Employees' International Union, Local 200, AFL-CIO 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: Automotive Mechanic, Motor Equipment Operator, Truck Driver, Laborer, Working Foreman.

Excluded: Deputy Superintendent, seasonals, casuals, supervisors and all other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

Service Employees' International Union, Local 200, 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 12th day of October, 1978  
Albany, New York

*Harold R. Newman*  
Harold R. Newman, Chairman

*Ida Klaus*  
Ida Klaus, Member

*David C. Randles*  
David C. Randles, Member

5415

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2G - 10/12/78  
CAIRO-DURHAM CENTRAL SCHOOL DISTRICT, :  
Employer, :  
-and- :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., : Case No. C-1702  
Petitioner, :  
-and- :  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, :  
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 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 1: Included: Bus drivers, bus driver/custodians, cleaners, cooks and food service helpers.  
Excluded: Superintendent of buildings and grounds, lunch program manager, business manager, CETA personnel and all other employees.

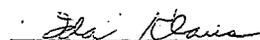
Unit 2: Included: Typists, clerk, senior account clerk, nurses and aides.  
Excluded: All other employees.

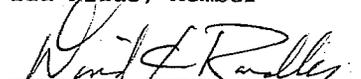
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc.

and enter into written agreements 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 12th day of October, 1978  
Albany, New York

  
Harold R. Newman, Chairman

  
Ida Klaus, Member

  
David C. Randles, Member

5416

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
ELMONT PUBLIC LIBRARY, : #2H - 10/12/78  
Employer, :  
-and- : Case No. C-1727  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., :  
NASSAU COUNTY CHAPTER, :  
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 Civil Service Employees Association, Inc., Nassau County Chapter

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 and part time professional, clerical, custodial, and maintenance employees.

Excluded: Director, Assistant Director, Secretary to the Director, student pages and seasonal employees.

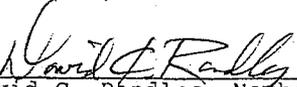
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Civil Service Employees Association, Inc., Nassau County Chapter

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 12th day of October, 1978  
Albany, New York

  
Harold R. Newman, Chairman

  
Ida Klaus, Member

  
David C. Randles, Member

5417

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
NEW YORK STATE THRUWAY AUTHORITY, : #21 - 10/12/78  
Employer, :  
-and- :  
LOCAL 456, INTERNATIONAL BROTHERHOOD OF : Case No. C-1685  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND :  
HELPERS OF AMERICA, :  
Petitioner, :  
-and- :  
C.S.E.A. Local 1000, AFSCME, 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 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

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: Negotiating Unit I as presently constituted.<sup>1</sup>

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 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 12th day of October, 1978  
Albany, New York

Harold R. Newman  
Harold R. Newman, Chairman

Ida Klaus  
Ida Klaus, Member

David C. Randles  
David C. Randles, Member

<sup>1</sup> For the original unit determination,  
see 1 PERB §423