

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-9/2/92

In the Matter of

UNATEGO CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2347

UNATEGO TEACHERS ASSOCIATION, NYSUT,
AFT, AFL-CIO,

Petitioner.

JOHN B. HOGAN, ESQ., for Employer

BRIAN LAUD, for Petitioner

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Unatego Teachers Association, NYSUT, AFT, AFL-CIO (Association) to a decision of the Director of Public Employment Practices and Representation (Director) denying its petition to add three long-term substitutes to a unit of regular teachers. As defined by the parties, long-term substitutes are "those individuals who are employed in the place of a regularly appointed teacher who has been granted a leave of absence by the Board of Education for a finite period of a school semester or more". The Unatego Central School District (District) opposed the petition on the ground that the long-term substitutes and the regular teachers did not share a sufficient community of interest to be included in a single negotiating unit. The Director agreed with the District and determined that a separate unit of long-term substitutes should be created.

772A

The basis of the Director's decision is that the benefits enjoyed by regular teachers are substantially greater than those enjoyed by long-term substitutes. The evidence supporting this is that regular teachers employed by the District receive sick leave, personal and various other forms of leave, optional health insurance, retirement benefits and optional credit union deductions and they are paid in accordance with a salary schedule. The District's three long-term substitutes, on the other hand, are paid a daily rate, which, in some instances, is calculated on the basis of the regular teachers' salaries. Their only other benefits consist of eligibility for the optional health insurance and credit union deductions and membership in the retirement system.

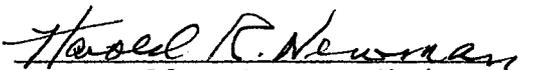
The Association argues that the Director overemphasized the significance of these circumstances and did not give sufficient weight to the fact that the long-term substitutes are certified teachers whose responsibilities to the District and to their students are, over an extended period of time, comparable to those of regular teachers. We agree with the Association.^{1/}

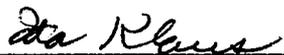
In the Weedsport and Union Springs cases, jointly decided at 12 PERB ¶3004 (1979), we placed long-term substitutes in the same unit as all-year teachers. While there was some comparability between the benefits received by the regular teachers of Weedsport and Union Springs and their long-term substitutes, the comparative benefit level was not the dispositive factor in our decision. Rather, we based our decision on the fact that during the extended period of time when long-term substitutes work, they perform the same professional duties as regular teachers under similar conditions. The Director, however, relied upon our decision in Brighton, 13 PERB ¶3088 (1980), placing tutors in a separate unit from teachers saying, "although there is

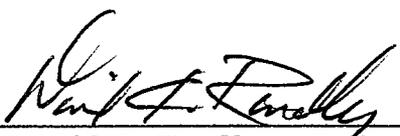
some similarity between the occupational tasks of tutors and teachers, there is no similarity in the benefits of the two groups." In doing so, he did not note that although there was some similarity between the occupational tasks of the tutors and teachers of Brighton, there were also significant differences between the two groups of employees. In Unatego, the differences in job responsibilities between regular teachers and long-term substitutes are not significant. Their performance of the same assignment over an extended period of time makes it unnecessary to consider the differences in the benefits they enjoy.

NOW, THEREFORE, WE ORDER that the long term substitutes employed by the Unatego Central School District be, and they hereby are, added to the existing unit of regular teachers.^{2/}

DATED: Albany, New York
September 2, 1982


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

FOOTNOTES

- 1/ The Association also alleges that there were prejudicial procedural errors in the processing of this matter by the trial examiner. Because of our decision herein, we do not consider these allegations.
- 2/ The showing of interest indicates that a majority of the long-term substitutes have joined with a majority of the regular teachers in their indication of support for the Association as the representative of the expanded negotiating unit.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2B-9/2/82

LEVITTOWN UNION FREE SCHOOL DISTRICT,

Employer,

Case No. C-2343

-and-

LEVITTOWN UNITED TEACHERS, NYSUT,
AFT, AFL-CIO,

Petitioner.

COOPER, ENGLANDER & SAPIR, P.C. (DAVID M.
COHEN, ESQ., of Counsel), for Employer

JOHN O'LEARY, for Petitioner

BOARD DECISION AND ORDER

The Levittown United Teachers, NYSUT, AFT, AFL-CIO (L.U.T.), filed a petition in September 1981 to add substitute teachers employed by Levittown Union Free School District (District) to an existing unit of teachers which it now represents. In support of that petition, it submitted a showing of interest in the proposed unit consisting only of employees in its present unit. The District responded that the per diem substitutes did not share a community of interest with the full-time teachers.

Agreeing with the District, the Director of Public Employment Practices and Representation (Director) determined that the substitute teachers should be represented in a unit consisting of "all per diem substitute teachers who have received a reasonable assurance of continuing employment as referenced in Civil Service Law §201.7(d)." He directed L.U.T. to submit a showing of

interest in the newly defined unit. Citing "the nature of the per diem teachers' employment relationship", the Director required the District to submit a list of employees in the unit to him and to the union and he ruled that the L.U.T. need not submit its showing of interest until 30 days after its receipt of the list of employees.^{1/}

The District filed exceptions to this part of the Director's decision and argued that the petition should be dismissed because there had been no showing of interest as required by §201.3 of our Rules of Procedure. Without awaiting receipt of the list, L.U.T. submitted a showing of interest in the newly defined unit after the exceptions were filed. The District asserted that the showing should be rejected because it was not filed simultaneously with the petition as required by Rule 201.4(a) and is, therefore, invalid.

Having reviewed the record and considered the arguments of the parties, we reject the exception of the District. L.U.T. filed a showing of interest along with its original petition which was sufficient for the unit specified in the petition. It was not until May 6, 1982, that the Director, in his decision, defined the alternative unit. Where the Director defines a unit that is different from the one sought in a petition, it is usual for him to permit the petitioning organization sufficient time in which to file a showing of interest for that unit.^{2/} We accept that practice as proper. The showing of interest here was filed on May 25, 1982, less than three weeks after the new unit was announced by the Director and it should be considered.

NOW, THEREFORE, WE ORDER that the exceptions herein be, and they

hereby are, dismissed, and we refer this matter to the Director with instructions to ascertain whether the showing of interest submitted by L.U.T. on

May 25, 1982 is sufficient ^{3/} and to take such further action as is consistent with applicable procedures.^{4/}

DATED: Albany, New York
September 1, 1982

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

1/ By "the nature of per diem teachers' employment relationship", the Director was indicating a concern that a union is unlikely to be able to identify all the per diem substitutes working for a school district and would be even less likely to be able to identify which of those substitutes received the assurances of continuing employment which, pursuant to CSL §201.7(d), make them covered employees. See our decision in Bethpage Union Free School District, C-2385, 15 PERB ¶3094, decided this date, for our opinion affirming this reasoning.

2/ E.g. Whitesboro Central School District, 11 PERB ¶4043 (1978); Frontier Central School District, 15 PERB ¶4015 (1982).

3/ The showing of interest should be checked against a list of per diem substitutes to be provided by the District who received reasonable assurance of continuing employment for the 1981-1982 school year, as they constituted the negotiating unit on May 25, 1982. Bethpage Union Free School District, 15 PERB ¶3094 (1982)

4/ If an election is held, it shall be by mail ballot and the eligible voters will consist of those per diem substitutes who are in the unit at the time of the election. They are the per diem substitutes who received reasonable assurance of continuing employment for the 1982-1983 school year. Bethpage Union Free School District, 15 PERB ¶3094 (1982)

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2C-9/2/82

BETHPAGE UNION FREE SCHOOL DISTRICT,

CASE NO. C-2385

Employer

-and-

BETHPAGE CONGRESS OF TEACHERS, LOCAL
1379, NYSUT, AFT, AFL-CIO,

Petitioner.

CLIFTON, BUDD, BURKE & DE MARIA, ESQS.,
(DAVID F. HORAN, ESQ., of Counsel), for
Employer

JOHN O'LEARY, for Petitioner

BOARD DECISION AND ORDER

The Bethpage Congress of Teachers, Local 1379, NYSUT, AFT, AFL-CIO (Local 1379) filed a petition to add substitute teachers employed by the Bethpage Union Free School District (District) to an existing unit of teachers represented by it. Upon considering the matter, the Director of Public Employment Practices and Representation (Director) decided that the per diem substitutes should be represented in a separate unit. He defined the unit as follows:

All per diem substitute teachers who have received a reasonable assurance of continuing employment as referenced in Civil Service Law, §201.7(d).

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In reaching his decision, the Director rejected a request by the District that a hearing be conducted. He did so because he deemed irrelevant the evidence sought to be presented at the hearing, namely, evidence to show that some of the per diem substitutes who had received the reasonable assurance referred to in CSL §201.7 should not be included in the unit and evidence to show that others who had not received such reasonable assurance should be.

The Director rejected the showing of interest submitted with the petition because it consisted only of teachers in the unit presently represented by Local 1379, and he directed Local 1379 to submit a showing of interest in the newly defined unit. However, recognizing that Local 1379 would probably not be able to ascertain which per diem employees had received assurances of continuing employment, the Director ordered the District to submit to him an alphabetized list of those employees with a copy to be sent to Local 1379. He ruled that Local 1379 need not submit its showing of interest until 30 days after its receipt of the list.

Conditioned upon submission of the requisite showing of interest, the Director ordered that an election be held unless Local 1379 submitted a sufficient showing of interest to be certified without an election pursuant to §201.9(g) of our Rules of Procedure.

The matter now comes to us on the exceptions of the District. It argues that the Director erred in not holding a hearing for the purpose of determining who should be included in the unit. It also argues that the Director erred in granting time to Local 1379 to file a new showing of interest, asserting that the petition should have been dismissed because a showing of interest for the unit found to be appropriate had not been submitted simultaneously with the original petition, as required by our

Rule 201.4(a). Finally, the District argues that the Director erred in requiring it to furnish a list of unit employees to Local 1379, asserting that providing their names and addresses would invade their privacy.

DISCUSSION

This proceeding presents novel issues because the defined unit consists of, and is limited to, employees whom PERB, prior to the enactment of Chapter 814 of the Laws of 1981 amending the Taylor Law, had determined to have too casual an employment relationship to be "public employees" within the meaning of the Law. See Syracuse City School District, 6 PERB ¶3083 (1973). Chapter 814 of the Laws of 1981 added subdivision (d) to Section 201.7 of the Taylor Law, which defines the term "public employee". It provides:

(d) A substitute teacher who has received a reasonable assurance of continuing employment in accordance with subdivision ten of section five hundred ninety of the labor law which is sufficient to disqualify the substitute teacher from receiving unemployment insurance benefits shall be deemed to be an employee of the school district that has furnished such reasonable assurance of continuing employment.

The District would have the Director hold a hearing to decide whether to include per diem substitutes who were not given reasonable assurance of continued employment and exclude individuals who were. We find no reason for such hearing. The composition of the unit should be coextensive with coverage under the Taylor Law pursuant to Chapter 814 of the Laws of 1981. The unit may not include per diem substitutes who have not received the required assurance of continuing employment. With respect to the exclusions sought by the District, its offer of proof does not indicate a valid basis for treating them differently. Indeed, exclusion of some of the covered per diem substitutes from the unit would deprive them of the representation rights assured by the Legislature because a residual unit of per diem substitutes would not be viable.

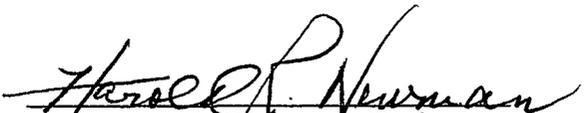
The District's second argument is also rejected. Where the Director defines a unit that is different from the one sought in a petition, it is usual for him to permit the petitioning organization sufficient time in which to file a showing of interest for that unit.^{1/} We accept that practice as proper.

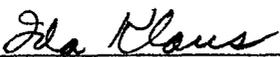
The Director's requirement that the District furnish an alphabetized list of unit employees which Local 1379 may use to obtain a showing of interest is a departure from our normal practice. However, with respect to units of per diem substitute teachers, it is an appropriate one. It is not all per diem substitutes who are public employees under the Act, but only those who receive reasonable assurance of continuing employment as set forth in CSL §201.7(d). The identity of those per diem substitutes would not ordinarily be known by an employee organization which wishes to represent them because that information is solely in the possession of the District. Moreover, the intermittent nature of the employment of per diem substitutes makes it unlikely that the employee organization could obtain this information from them. It would therefore be unduly burdensome for the organization to obtain the support necessary for a showing of interest. The employees might thus be deprived of the rights that the Legislature specifically sought to accord them. It appears to us therefore that the practical means for effectuating the legislative policy under these special circumstances is to require the public employer to enable the employee organization to communicate with the employees by making available to it necessary information peculiarly within the knowledge and possession of the employer. Accordingly, we find that an employee organization seeking to represent per diem substitutes must, upon request, be furnished with an alphabetized list of the names and addresses of those who are currently in the unit.^{2/}

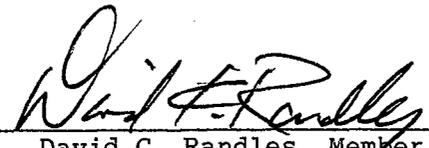
A question not raised by the parties must now be considered by us. Because the intermittent nature of the actual employment of per diem substitutes makes it unlikely that most or even a substantial number of those within the unit would be at work on any particular day, an on-site election would not reflect the desires of most with respect to representation. Accordingly, we determine that in representation proceedings where it is necessary to conduct an election in a unit of per diem substitutes, the election shall be by mail ballot.

NOW, THEREFORE, WE ORDER that the exceptions be, and they hereby are, dismissed, and we refer this matter to the Director for further processing in accordance with this decision.

DATED: Albany, New York
September 2, 1982


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

1/ E.g. Whitesboro Central School District, 11 PERB ¶4043 (1978); Frontier Central School District, 15 PERB ¶4015 (1982).

2/ The employees who are currently in the unit are those who received assurance of continued employment for the 1982-83 school year.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2D-9/2/82

CITY OF ONEIDA POLICE BENEVOLENT ASSOCIATION,

Respondent,

CASE NO. U-5805

-and-

CITY OF ONEIDA,

Charging Party.

ROCCO A. DePERNO, ESQ. (FREDERICK W. MURAD,
ESQ., of Counsel), for Respondent

FREDERIC N. RANN, ESQ., for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the City of Oneida Police Benevolent Association (PBA) to a hearing officer's decision that it violated §209-a.2(b) of the Taylor Law in that it submitted a demand for a nonmandatory subject of negotiation to interest arbitration. The demand, which was for hospitalization benefits, was deemed nonmandatory because it would have continued benefits enjoyed by retired former employees of the City of Oneida that had been provided pursuant to an agreement in effect while they were employed.^{1/}

^{1/} The charge, which was filed by the City of Oneida, complained that PBA applied for the arbitration of six nonmandatory demands. The hearing officer determined that four of the six demands were mandatory and two nonmandatory subjects of negotiation. No exceptions were filed to any determination of the hearing officer except that involving the hospitalization demand and we do not rule on any of the remaining determinations.

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In its present form, the demand contains two paragraphs as follows:

The City will provide and pay the cost of the hospitalization insurance program now in effect for all employees of the department. The cost of the plan will be paid by the City except that coverage for dependent children 19 years of age and older shall be borne by the employee. This program will include retired members of the department presently covered by the insurance program.

In addition to the foregoing benefits, the City shall provide for all current employees of the department and future retirees a dental plan and eye plan. The cost of these plans will be paid by the City without cost to the employee except that coverage for dependent children 19 years of age and older shall be borne by the employee.

The first of these paragraphs is a verbatim carryover of Section 10 of the last agreement between PBA and the City. The second is a revision of an earlier version of the demand which had been keyed to Section 10 as follows:

Section 10 - Hospitalization Insurance

NEW - City shall provide a dental plan and an eye plan at no cost to employees.

In its charge, the City complained that the earlier version of the demand, quoted above, was nonmandatory because it covered retired employees. The PBA therefore clarified its demand by putting it in its present two-paragraph form to show that it demanded increased hospitalization benefits for current employees only and that for retired employees it was merely requesting continuation of benefits which they were already enjoying under the prior agreement.

The hearing officer determined that both paragraphs of the revised demand constitute a unitary demand which is nonmandatory because it would compel continuation of the hospitalization benefits of employees who had retired while the last agreement was in effect and received such benefits under that agreement. In its exceptions, PBA argues that the hearing officer erred in finding the first paragraph to be a nonmandatory subject of

negotiation. Its argument in support of this position is that in Incorporated Village of Lynbrook v. PERB^{2/} the Court of Appeals, in affirmation of PERB, held that hospitalization benefits for families of current employees who die after retirement are a mandatory subject of negotiation, and that if such benefits can be terminated unilaterally after the expiration of an agreement, the benefits of Lynbrook are illusory. Its second argument is that the two paragraphs of the hospitalization demand are separate and distinct.

We affirm the decision of the hearing officer that the demand for hospitalization benefits for employees who have already retired and for their dependents, as stated in the first paragraph, is nonmandatory. This does not invalidate the Lynbrook decision which merely holds that an employee organization may negotiate for the right of unit employees and their dependents to receive hospitalization benefits for the time specified in an agreement even if they retire before the expiration of that agreement. Lynbrook does not compel negotiation concerning the right of unit employees who have already retired, and their dependents, to continue to receive hospitalization benefits that had been negotiated while they had been employed. As explained by us in Troy Fire Fighters, 10 PERB ¶3015, at 3034 (1977), an employee organization's right to negotiate is limited to the terms and conditions of persons in its negotiating unit:

It has no statutory right to represent any other person, be he a former employee or even a current employee who is not in the negotiating unit (CSL §208.1). This restriction as to the representation of retirees is applicable to employee organizations in the private sector under a decision by the U.S. Supreme Court in Allied Chemical and Alkali Workers, Local 1 v. Pittsburgh Plate Glass Co., Chemical Division, 404 US 157 (1971).

^{2/} Lynbrook PBA, 10 PERB ¶3067 (1977), reversed in pertinent part in Incorporated Village of Lynbrook v. PERB, 64 App. Div. 2d 902, 11 PERB ¶7012 (2d Dept. 1978), reinstated, 48 NY 2d 398, 12 PERB ¶7021.

We do not agree with the hearing officer that the hospitalization demand as set forth in both paragraphs was a unitary one. The relevant test was articulated by us in Pearl River, 11 PERB ¶3085 (1978). It is whether the party making a demand presented its various paragraphs in such a manner as would reasonably indicate to the other that it was seeking to negotiate each article containing multiple paragraphs as a single entity. Here, we believe that the City should reasonably have understood that PBA was willing to negotiate the paragraphs of the demand separately. We reach this conclusion both on the basis of the language of the demand and the manner in which it was originally presented. With respect to the language of the two paragraphs of the demand, the opening words of the second paragraph imply that it is distinct from the first paragraph, and the negotiating history demonstrates a willingness to treat them separately. The City should reasonably have understood this.

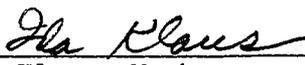
Standing independently the second paragraph is essentially no different than the demand found to be mandatory in Lynbrook.

NOW, THEREFORE, WE ORDER PBA to negotiate in good faith by withdrawing from interest arbitration the first paragraph of its demand for hospitalization.

DATED: Albany, New York
September 2, 1982



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the

#2E-9/2/82

CLARKSTOWN TEACHERS ASSOCIATION, NYSUT

CASE NO. D-0205

Upon the Charge of Violation of
Section 210.1 of the Civil Service Law.

BOARD DECISION AND ORDER

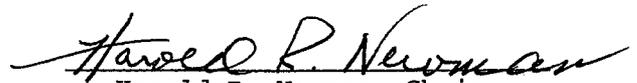
This matter comes to us on the application of the Clarkstown Teachers Association, NYSUT (Association) for restoration of the dues and agency shop fee deduction privileges afforded under Section 208 of the Civil Service Law. The Association's privileges had been suspended indefinitely by an order of this Board dated April 23, 1981. At that time we determined that the Association had violated CSL §210.1 by engaging in an eight day strike against the Clarkstown Central School District commencing on October 1, 1980. We ordered that the Association's dues deduction privileges and agency shop fee deduction privileges, if any, should be suspended indefinitely "provided that it may apply to this Board after the expiration of one year from the date of this order for the full restoration of such privileges". The application was to be supported by proof of good faith compliance with CSL §210.1 since the violation found, and accompanied by an affirmation, that the Association no longer asserts the right to strike, as required by CSL §210.3(g).

The Association has submitted an affirmation that it does not assert the right to strike against any government and we have ascertained that it has not engaged in, caused, instigated, encouraged or condoned a strike against the Clarkstown Central School District since the date of the above-stated violation.

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NOW, THEREFORE, WE ORDER that the indefinite suspension of the dues and agency shop fee deduction privileges of the Clarkstown Teachers Association, NYSUT be, and it hereby is, terminated.

DATED: September 2, 1982
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
TOWN OF ARGYLE HIGHWAY DEPARTMENT, :
Employer, : #3A-9/2/82
-and- : Case No. C-2485
TEAMSTERS LOCAL 294, INTERNATIONAL :
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, :
WAREHOUSEMEN AND HELPERS OF AMERICA, :
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

Teamsters Local 294, 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: Full-time machine equipment operators and laborers

Excluded: Highway superintendent, deputy superintendent, part-time seasonal employees and all others

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

Teamsters Local 294, 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 1st day of September, 1982
Albany, New York

Harold R. Newman
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 :
COUNTY OF FRANKLIN AND THE FRANKLIN COUNTY SHERIFF, : #3B-9/2/82
Joint-Employer, :
-and- :
FRANKLIN COUNTY CHAPTER OF THE CIVIL SERVICE : Case Nos C-2449 & C-2459
EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, :
Petitioner/Intervenor, :
-and- :
TRUCK DRIVERS AND HELPERS, TEAMSTERS LOCAL UNION 687, :
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, :
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

TRUCK DRIVERS AND HELPERS, TEAMSTERS LOCAL UNION
687, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 and regular part-time
Sheriff's Department employees

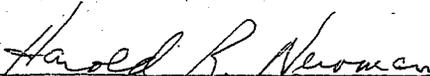
Excluded: Sheriff, under-sheriff and per diem
employees of the Sheriff

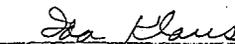
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

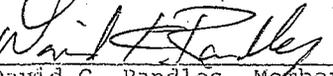
TRUCK DRIVERS AND HELPERS, TEAMSTERS LOCAL UNION
687, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 1st day of September, 1982
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #3D-9/2/82
UNATEGO CENTRAL SCHOOL DISTRICT, :
Employer, : Case No. C-2347
- and - :
UNATEGO TEACHERS ASSOCIATION, :
NYSUT, 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

Unatego Teachers Association, NYSUT, 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.

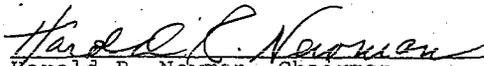
Unit: Included: All professional, certificated personnel (including long-term substitute teachers) holding a probationary or permanent appointment

Excluded: Superintendent, Building Principals and Assistant Building Principals

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

Unatego Teachers Association, NYSUT, 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 2nd day of September, 19 82
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #3C-9/2/82
:
HAMBURG CENTRAL SCHOOL DISTRICT, :
:
Employer, :
:
-and- : Case No. C-2476
:
HAMBURG TEACHERS ASSOCIATION, NYSUT, :
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

Hamburg Teachers Association, NYSUT, AFT, 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: All per diem substitute teachers who in the immediately preceding school year received the reasonable assurance of continuing employment referred to in Civil Service Law §201.7(d)

Excluded: All other employees

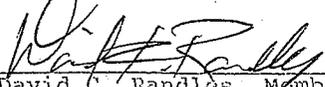
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

Hamburg Teachers Association, NYSUT, 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 1st day of September, 1982
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
HARBORFIELDS CENTRAL SCHOOL DISTRICT, : #3E-9/2/82
Employer, :
-and- : Case No. C-2441
UNITED TEACHERS OF HARBORFIELDS, NYSUT, :
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

United Teachers of Harborfields, NYSUT, AFT, 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: All per diem substitute teachers as defined in Section 201.7(d) of the Act who have received reasonable assurance of continuing employment in accordance with subdivision 10 of section 590 of the Labor Law and the requirements thereunder

Excluded: All other employees

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

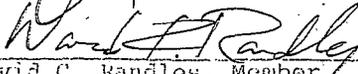
United Teachers of Harborfields, NYSUT, AFT, AFL-CIO

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 2nd day of September, 1982
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #3F-9/2/82
COUNTY OF SENECA AND SHERIFF OF :
SENECA COUNTY, :
Joint Employer, :
-and- : Case No. C-2448
SENECA COUNTY DEPUTIES BENEVOLENT :
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

Seneca County Deputies Benevolent Association

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: Deputy Sheriffs, Civil Deputy, Sergeants, Correction Officers, Stenographer (Sheriff's Department), Senior Typist (Sheriff's Department), Cook Matron, Activities Coordinator, Dispatchers.

Excluded: Sheriff and Undersheriff

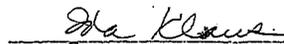
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

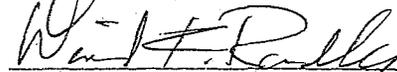
Seneca County Deputies Benevolent Association

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 1st day of September, 1982
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member