STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-3/31/83

In the Matter of

GUILDERLAND CENTRAL SCHOOL DISTRICT,

Respondent,

CASE NO. U-6376

-and-

GUILDERLAND CENTRAL TEACHERS' ASSOCIATION, LOCAL 2698,

Charging Party.

TABNER, CARLSON & FARRELL, ESQS. (C. THEODORE CARLSON, ESQ., of Counsel), for Respondent

KEVIN BERRY, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Guilderland Central Teachers' Association, Local 2698 (Association) to a hearing officer's decision dismissing its charge against the Guilderland Central School District (District). The charge alleges that the District assigned unit work to nonunit personnel in violation of its duty to negotiate in good faith with the Association by increasing the number of teaching hours of nonunit principals. In dismissing the charge, the hearing officer determined that teaching had not been the exclusive work of unit employees.

He found that the principals had taught one class each since 1975 and that other nonunit employees had also been given up to two teaching assignments. Thus, he concluded, when, for the 1982-83 school year, the District increased the teaching assignments of the principals from one to two, it was not assigning jobs that were exclusively unit work to nonunit employees.

The hearing officer also found that the increased teaching assignments of the principals neither resulted from nor caused any reduction in the number of unit employees and did not affect their terms and conditions of employment. Relying upon our decision in Deer Park UFSD, 15 PERB ¶3104 (1982), the hearing officer determined that the action of the District did not violate its duty to negotiate with the Association. In that case, we held that a school district did not violate its duty to negotiate with an employee organization representing teachers when it gave teaching assignments to department chairmen and directors because teaching was not the exclusive unit work of the teachers but was also the work of chairmen and directors.

Having reviewed the record and considered the arguments of the parties, we affirm the findings of fact and the conclusions of law of the hearing officer.

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

DATED: March 31, 1983
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

TUPPER LAKE CENTRAL SCHOOL DISTRICT,

Respondent,

#2B-3/31/83

CASE NO. U-6204

-and-

TUPPER LAKE TEACHERS ASSOCIATION,

Charging Party.

RICHARD G. RYAN, for Respondent

DALE D. FAIRCHILD, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Tupper Lake Teachers Association (Association) dismissing its charge that the Tupper Lake Central School District (District) violated its duty to negotiate in good faith in that the members of the District's Board of Education did not provide adequate support for the passage of the school budget by the voters.

The Association and the District had agreed to a three-year contract. In part, the agreement provided that each teacher would receive a $400 sum of "catch-up" money in the second and third years of the contract if the school budget were passed on the first vote each year. Board of Education representatives participating in the negotiations

promised to support passage of the budget on the first vote. In fact, the budget was subsequently defeated in both the second and third years.

The charge herein alleges that three actions of the Board of Education contributed to the defeat of the budget in the third year: (1) The question of the "catch-up" money was put to a separate vote in adopting the budget for that year. (2) Two of the five members did not support the "catch-up" money items. (3) The nature of the vote was disclosed to a reporter, with a reference to the "catch-up" money as a "bonus".

The only evidence offered by the Association in support of the three allegations is a newspaper story which appeared on May 14, 1982. The story reported that two members of the Board of Education had voted against a "hidden" $400 "additive".[1/]

The record clearly supports the hearing officer's dismissal for lack of proof of the allegations that the $400 "catch-up" money was put to a separate vote and that two of

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1/The reporter who wrote the story did not testify at the hearing. An action to compel her testimony was not yet completed when the hearing was held. It has since been decided against the Association (Matter of Tupper Lake CSD v. Tupper Lake Teachers Association, Supreme Court, Albany County, February 15, 1983). The hearing officer, however, accepted the Association's offer of proof that, if she had testified, the reporter would have revealed the source of her information.

the Board of Education members voted against the item. On the contrary, the evidence shows that the budget as a whole, including the "catch-up" money, was passed unanimously with the support of the Board of Education's representatives and was presented to the voters in a favorable light.

The evidence in support of the allegation concerning the reporter is based upon speculative assumptions. It assumes that the reporter, if permitted to testify, would state that the person who provided the information for her story was a responsible representative of the District. In the unlikely event that such testimony would be adduced, we would find it inadequate to sustain the charge that the District did not support passage of the budget for the voters in light of the strong record evidence to the contrary. Accordingly, we affirm the decision of the hearing officer dismissing that allegation.

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

DATED: March 31, 1983
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

#2C-3/31/83

MANCHESTER-SHORTSVILLE CENTRAL SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-5946

JAMES F. BOYLE,

Charging Party.

JOHN E. TYO, ESQ., for Respondent

HINMAN, STRAUB, PIGORS & MANNING, P.C. (BARTLEY J. COSTELLO, III, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of James F. Boyle to a hearing officer's decision dismissing his charge that the Manchester-Shortsville Central School District (District) violated CSL §209-a.1(a) and (c) in that it demanded his resignation as principal of the District's high school in reprisal for his having engaged in protected activities. The protected activities involved were Boyle's efforts to organize the administrators of the District and thereafter to negotiate on behalf of the administrators' association. The record establishes that Boyle was engaged in such protected activities and that the District's Board of Education did demand his resignation. The hearing officer determined, however, that there was no causal relationship between these two circumstances.

Other than the superintendent of schools, Weed, the District employs two administrators, Boyle, who is principal of the high school, and Carra, who is principal of the elementary school. Because of Weed's absence due to illness, Boyle acted as superintendent of schools during the summer of 1981, after which another person, Kopp, acted in that capacity until Weed's return in December 1981. As detailed in the hearing officer's decision, in his capacity as acting superintendent, Boyle engaged in conduct at an August 1981 Board of Education meeting which antagonized the Board members.

Boyle requested recognition for the administrators' association in either late September or early October and the recognition was granted on October 14, 1981. Two negotiation sessions were held in January 1982 and a third was scheduled for February 11, 1982.

At an executive session of a Board meeting held on February 10, 1982, the Board asked Boyle for his resignation by the end of the school year, but told him that it was not initiating disciplinary charges against him. When he asked for the Board's reasons for demanding his resignation, he was told that the Board had lost confidence in him by reason of his performance as acting superintendent the prior August.

At the hearing, DeBrock, the Board president, testified that the failure of the Board to ask for Boyle's resignation

immediately after the August 1981 incident was related to Weed's illness. It felt that in Weed's absence, Acting Superintendent Kopp was dependent upon Boyle's experience. Accordingly, it awaited Weed's return before demanding Boyle's resignation.

The hearing officer found that the timing of the Board's action in relation to the negotiations made that action suspect. However, based on the testimony in the record, the hearing officer concluded that the Board of Education decided to seek Boyle's resignation because it had become dissatisfied with Boyle as a result of the August 1981 Board meeting. He further concluded that the decision to ask for Boyle's resignation was made at that time but that action on it was delayed until Weed's return.

Having reviewed the record, we affirm the hearing officer's findings of fact and conclusions of law.

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

DATED: March 31, 1983
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

#2D-3/31/83

TOWN OF MAMARONECK,

Respondent,

-and-

CASE NO. U-6280

TOWN OF MAMARONECK POLICE
BENEVOLENT ASSOCIATION,

Charging Party.

MICHAEL A. HAGAN, ESQ., for Respondent

SCHLACHTER & MAURO, ESQS. (DAVID SCHLACHTER, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Town of Mamaroneck Police Benevolent Association (PBA) to a hearing officer's decision dismissing its charge that the Town of Mamaroneck (Town) violated its duty to negotiate in good faith by submitting a nonmandatory demand to interest arbitration. The demand deals with longevity pay. Among other things, it provides that longevity pay increases should reflect past service with other towns, but only for policemen hired prior to January 1, 1982. PBA argues that the demand is nonmandatory in that the subject has been preempted by State law.

The relevant statutes are Section 5 of Chapter 104 of the laws of 1936 and Section 153 of the Town Law. Insofar as they are relevant, the two statutes are identical. Designed to facilitate the transfer of policemen from one town police department to the police department of another town or a village in the same county, the statutes provide that upon such transfer, the transferred policeman shall receive credit for the full time of his prior service "for purposes of seniority, promotion, pensions and general administration."

The hearing officer reasoned that longevity pay is an aspect of wages which is so clearly a term and condition of employment that the presumption of its being a mandatory subject of negotiation can only be overcome by an express statutory exclusion. The hearing officer determined that the statutory assurance of credit for prior service "for purposes of seniority, promotion, pensions and general administration" did not assure credit for longevity pay. He therefore concluded that longevity pay is a mandatory subject of negotiation.

In support of its position that the statutes assure transferred employees that past service with other towns and villages in the county will be credited to them for the purpose of longevity pay, PBA cites an opinion of the State

Comptroller issued on February 10, 1975. 31 Op. State Compt., p. 11. The opinion states that although the statutes do not specifically refer to longevity increments, their application to such benefits can be inferred.[1/]

Notwithstanding the opinion of the Comptroller, we affirm the decision of the hearing officer. What is here at issue is the duty to bargain over a term and condition of employment under the Taylor Law. As stated by the Court of Appeals in Huntington Union Free School District No. 3 v. Associated Teachers of Huntington, 30 NY2d 122 (1972), at p. 129, 5 PERB ¶7507:

> Under the Taylor Law, the obligation to bargain as to all terms and conditions of employment is a broad and unqualified one, and there is no reason why the mandatory provision of that act should be limited, in any way, except in cases where some other applicable statutory provision explicitly and definitively prohibits the public employer from making an agreement as to a particular term or condition of employment.

Inasmuch as longevity pay is not one of the terms and conditions of employment specifically excluded from

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[1/]According to the opinion, the intent of the Legislature was to facilitate the transfer of policemen from town to town by placing "the transferee squarely in the shoes of the policeman who may have served all such time in the district to which the transfer is made". Moreover, seniority, promotion and pension rights all involve substantial pecuniary benefits which may far exceed the value of longevity increments. This implies a legislative intent to include the lesser benefits of longevity pay within the broad scope of the statutes.

negotiation by Section 153 of the Town Law, we hold it to be a mandatory subject of negotiation.[2/]

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

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

[2/]Dealing with the related issue of allegedly redundant demands in Croton Police Association, 16 PERB ¶3007 (1983), we said:

> Where . . . there is any legitimate uncertainty that a statute covers the same ground as a demand, we will not determine the demand to be nonmandatory on the ground of redundancy.

Similarly, where there is any legitimate uncertainty that a statute covers the same ground as a demand, we will not determine the demand to be nonmandatory on the ground of statutory preemption.

We also note that where the Legislature has intended prior service credit to be counted for all purposes, it has clearly said so. See Education Law §3102.6 (since repealed).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2E-3/31/83

VILLAGE OF POTSDAM,

Employer/Petitioner,

CASE NO. C-2523

-and-

POTSDAM POLICE PROTECTIVE ASSOCIATION,

Intervenor.

STEPHEN J. EASTER, ESQ., for Employer/Petitioner

INGRAM, INGRAM, CAPPELLO & LINDEN, P.C., for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Potsdam Police Protective Association (Association) to a decision of the Director of Public Employment Practices and Representation (Director) removing three civilian employees from a unit of police department personnel employed by the Village of Potsdam.[1/] The Director has not yet determined whether the three positions constitute a separate unit or should be added to an existing unit of other Village employees.

On the basis of the material submitted to him by the parties, the Director found that except for the three

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1/The three civilian employees are one police stenographer, one traffic court clerk and one dispatcher.

civilian employees, all those in the unit are officers or members of the Village police force.[2/] He found further that significantly different impasse procedures are applicable to the police officers and civilian employees (see Civil Service Law §209.3 and §209.4). The Director determined that the differences in the negotiation dispute resolution procedures create a potential for conflict between the two groups sufficient to warrant removal of the civilian employees from the existing unit.

In support of its exceptions, the Association asserts that it has represented both police and civilian personnel in a single unit for over 15 years and that the inclusion of the two groups in a single unit has not created any problems. According to the Association, if given an opportunity to do so, it would show that the harmonious relationships within the single negotiating unit were not disturbed by the 1974 amendment to the Taylor Law which first provided interest arbitration to resolve deadlocks in police negotiations. It argues that the Director erred in determining that the differences in the negotiation dispute resolution procedures are, in and of themselves, sufficient to compel removal of the civilian employees from the existing unit.

[2/]There are fourteen such officers and members of the police force.

Having reviewed the record, we determine that it is insufficient for us to reach a decision on the issue presented. The Taylor Law does not by its terms compel a separate unit for police personnel of a police department. While we agree with the Director that the two groups are subject to different impasse procedures, we do not deem this one factor to be dispositive of the issue before us. Accordingly, we are not now prepared to decide this case without a complete record which shows whether the existing unit satisfies the standards contained in §207.1 of the Taylor Law, and, if not, which alternative unit structures might do so.

NOW, THEREFORE, WE REMAND this matter to the Director for further proceedings consistent with this decision.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2F-3/31/83

In the Matter of

DEER PARK TEACHERS ASSOCIATION, NYEA-NEA CASE NO. D-0234

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

COOPER, ENGLANDER & SAPIR, ESQS. (ROBERT SAPIR, ESQ., of Counsel), for Charging Party.

ROBERT CLEARFIELD, ESQ., for Respondent.

BOARD DECISION AND ORDER

On October 26, 1982, the Chief Legal Officer of the Deer Park Union Free School District (District) filed a charge alleging that the Deer Park Teachers Association, NYEA-NEA (Association), had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in an eight work-day strike during the period September 17 through October 5, 1982.

The charge further alleged that all, save one or two members of the bargaining unit, participated in the strike by absenting themselves from regular duties. This is the second instance involving the Association in a strike violation (see 14 PERB ¶3006 [1981]).

The Association filed an answer but thereafter agreed to withdraw it, thus admitting the factual allegations of the charge, upon the understanding that the charging party would recommend, and this Board would accept, as a penalty, the indefinite suspension of the Association's checkoff privileges for dues and agency shop fees, if any, with permission to the Association to apply to this Board, after the expiration of one year from the date of commencement of the suspension, for full restoration of such deduction privileges upon the fulfillment of the conditions to be set forth in our order. The charging party, after consultation with our Counsel, has recommended this penalty.

We find that the Deer Park Teachers Association violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the deduction privileges for dues and agency shop fees, if any, of the Deer Park Teachers Association, be suspended indefinitely, commencing on the first practicable date, provided that it may apply to the Board at any time after the expiration of one year from the commencement of the suspension for the full restoration of such privileges. Such application shall be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of Section 210 of the Civil Service Law since the violation herein found, such proof to include, for example, the

successful negotiation, without a violation of said subdivision, of a contract covering the employees in the unit affected by the violation, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g). If it becomes necessary to utilize the dues deduction process for the purpose of paying the whole or any part of a fine imposed by order of a court as a penalty in a contempt action arising out of the strike herein, the suspension of dues deduction privileges ordered hereby may be interrupted or postponed for such period as shall be sufficient to comply with such order of the court, whereupon the suspension ordered hereby shall be resumed or initiated, as the case may be.

DATED: Albany, New York
March 31, 1983

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2G-3/31/83

In the Matter of

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 726,

CASE NO. D-0191

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

BOARD DECISION ON MOTION

This matter comes to us on a motion dated March 18, 1983, made by the Amalgamated Transit Union, AFL-CIO, Local 726 (Local 726). It moves this Board for an order remitting the order of this Board that was previously issued in this matter on October 5, 1981 (14 PERB ¶3074), which directed the forfeiture of its dues deduction and agency shop fee privileges, if any. The forfeiture was imposed as a penalty because Local 726 engaged in an illegal 11-day strike against the New York City Transit Authority[1/] from April 1 through April 11, 1980.[2/]

1/The New York City Transit Authority has taken no position with respect to the motion.

2/Our order provided that the dues deduction and agency shop fee privileges, if any, of Local 726 be forfeited for a period of 18 months and that thereafter no dues or agency shop fees shall be deducted on its behalf until Local 726 affirms that it no longer asserts the right to strike against any government as provided by §210.3(g) of the Taylor Law.

In our 1981 decision, we noted that:

> [T]he impact of the forfeiture penalty may require reconsideration of that penalty if, after having made an effort to do so by reasonably available alternative methods, an employee organization is not able to collect sufficient dues to insure proper representation of unit employees. (at p. 3132, fn. 8)

It is upon this language that Local 726 now relies. The basis of Local 726's motion is that the forfeiture has threatened its solvency thereby rendering it incapable of providing necessary services to unit employees.

Local 726 made a similar motion on February 2, 1983. It was denied by us on February 11, 1983, on the ground that the papers it submitted in support of the motion did not indicate that the ability of Local 726 to provide representational services to its negotiating unit had been impaired by its loss of dues deduction and agency shop fee privileges. Its papers showed that, despite its efforts to collect dues directly, Local 726 had sustained a 36 percent diminution in its income in the period between October 4, 1982, the date when forfeiture was commenced,[3/] and January 1, 1983, as compared with the period from July 3, 1982 through September 25, 1982. The record showed, however, that Local 726 had been able to absorb this loss

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[3/] The forfeiture did not commence until then because a temporary stay was not dissolved by the U.S. Court of Appeals until September 20, 1982, Lawe v. Newman, 689 F2d 378 (2d Cir., 1982), 15 PERB ¶7021.

of income while providing representational services to its negotiating unit. We noted that these losses might impair Local 726's ability to provide representational services in the future, but ruled that relief from a dues deduction and agency shop fee forfeiture is only granted when the effect of the forfeiture is an actual, rather than a prospective, impairment of the employee organization's ability to provide representational services.

The papers submitted in support of Local 726's new motion demonstrate that the union's financial position has deteriorated since it submitted the earlier motion, and that it is no longer able to provide representational services to its negotiating unit. Whereas before it was suffering a 36 percent diminution in its income, with the passage of time its dues have been harder to collect and over the period since making the first motion, the diminution of its income has been 60 percent. Moreover, its costs in collecting those dues during the recent period has been 6 percent of its normal income.

These dues collection efforts have absorbed the time of its officers to the extent that they are virtually unable to provide normal services to unit employees who have grievances or face disciplinary charges. At present, Local 726 has a backlog of 18 grievances at Step 4, awaiting the attention of its president; by comparison

there were none on September 30, 1982, and three on March 31, 1982. The backlog of only six Step 5 grievances reflects the bottleneck at Step 4. Nevertheless, it is substantial when compared with the backlog of two on September 30, 1982, and one on March 31, 1982. Similarly, there are five grievances awaiting but not yet scheduled for arbitration now, compared with two on September 30, 1982, and none on March 31, 1982. Ordinarily, Local 726 schedules accumulated cases for arbitration every three months. The arbitration cases scheduled for hearing in January 1983 have been adjourned and have not been rescheduled for hearing. Finally, the record shows that there is a backlog of two Impartial Review Board disciplinary cases awaiting hearing, while on both September 30, 1982, and March 31, 1982, there were none.

The evidence before us shows that Local 726 has assets of $3,995 and debts of $36,470, and that its ability to provide representational services to its negotiating unit has been severely impaired by its loss of income and by its need to use its officers in dues collection efforts almost to the exclusion of their normal representational duties.

On the basis of this evidence, we conclude that, by reason of its loss of dues and agency shop fee deduction privileges, the ability of Local 726 to provide necessary material services to unit employees has been and continues

to be severely impaired. This justifies reconsideration of our order of October 5, 1981, and a suspension of that penalty.[4/]

NOW, THEREFORE, WE MODIFY our order to the extent that the forfeiture of the dues deduction and agency shop fee privileges, if any, of Local 726 be suspended; that such suspension is subject to revocation in the event of a strike or strike threat. Local 726 may apply to this Board, on notice to the New York Transit Authority, in April 1984 for full restoration of its dues and agency shop fee deduction privileges.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

David C. Randles, Member

[4/]We note that Local 726 has affirmed that it no longer asserts a right to strike against any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#3A-3/31/83

In the Matter of

PHOENIX CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2388

PHOENIX CENTRAL SCHOOL 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 Phoenix Central School Teachers Association has been designated and selected by a majority of the employees of the above named employer, in the units described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit I

Included: All professional, certified personnel including long term substitute teachers who are employed in one position for twenty or more consecutive days.

Unit II

Included:	All per diem substitute teachers who have received from the District a letter of reasonable assurance of continuing employment as referred to in Civil Service Law Section 201.7(d).
Excluded: (from both units)	Chief executive officer, administrators, teaching aides and assistants, school nurses and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Phoenix Central School 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.

DATED: March 31, 1983
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

#3B-3/31/83

LEWISTON-PORTER CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2546

RETAIL CLERKS UNION, LOCAL 212, UNITED FOOD AND COMMERCIAL WORKERS UNION, 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 the Retail Clerks Union, Local 212, United Food and Commercial Workers Union, 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.

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Unit: Included: All school nurses, media associates, account clerk/stenographers, typists, stenographers and account clerks.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Retail Clerks Union, Local 212, United Food and Commercial Workers Union, 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.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#3C-3/31/83

In the Matter of

COUNTY OF ALBANY,

Employer,

-and-

CASE NO. C-2566

ALBANY COUNTY NURSING HOME REGISTERED NURSES ASSOCIATION,

Petitioner,

-and-

LOCAL 200, SEIU,

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 Albany County Nursing Home Registered Nurses 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: Full-time and regular part-time employees in the following titles: registered professional nurse, employee health services nurse, patient care coordinator, rehabilitation registered nurse.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Albany County Nursing Home Registered Nurses 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.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#3E-3/31/83

In the Matter of

VILLAGE OF MENANDS,

Employer,

-and-

CASE NO. C-2567

MENANDS POLICE 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 the Menands Police 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: All full-time police officers.

Excluded: The Chief of Police and all other employees of the Village.

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

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of #3F-3/31/83

MANHASSET UNION FREE SCHOOL DISTRICT,

Employer,

-and- CASE NO. C-2572

MANHASSET EDUCATION SUPPORT PERSONNEL 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 the Manhasset Education Support Personnel 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 regular full-time and regular part-time employees in the following titles: audio-visual technicians, cleaners, custodians, drivers, grounds-keepers, federal/state funded program assistants, community aides (guidance), and secretarial employees.

Excluded: Head custodians, assistant head custodians (evening cleaning supervisors), bus dispatchers, supervisor of buildings and grounds, administrative assistant, bookkeeper, all titles designated confidential by PERB decision in Case No. E-0726, and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Manhasset Education Support Personnel 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.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

8220

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#3G-3/31/83

In the Matter of

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

Employer,

-and-

CASE NO. C-2390

UNION OF SCHOOL LUNCH SUPERVISORS, LOCAL 74 ORGANIZING COMMITTEE, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO,

Petitioner,

-and-

TERMINAL EMPLOYEES LOCAL 832, JOINT COUNCIL 16, 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 Terminal Employees Local 832, Joint Council 16, International Brotherhood of Teamsters 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: Supervisor of School Lunch

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Terminal Employees Local 832, Joint Council 16, 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.

DATED: March 31, 1983
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

8222

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3H-3/31/83

GREATER AMSTERDAM SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2571

AMSTERDAM 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 the Amsterdam 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 have received a reasonable assurance of continuing employment as referenced 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 the Amsterdam 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.

DATED: March 31, 1983
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

#3I-3/31/83

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

Employer,

-and-

CASE NO. C-2391

UNION OF SCHOOL LUNCH MANAGERS, LOCAL 74 ORGANIZING COMMITTEE, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO,

Petitioner,

-and-

TERMINAL EMPLOYEES LOCAL 832, JOINT COUNCIL 16, 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 Terminal Employees Local 832, Joint Council 16, International Brotherhood of Teamsters 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: School Lunch Manager, Head School Lunch Manager, Chief School Lunch Manager

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Terminal Employees Local 832, Joint Council 16, 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.

DATED: March 31, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member