

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Respondent,

-and-

CASE NO. U-6129

FRED GREENBERG,

Charging Party.

BOARD DECISION ON MOTION

This matter comes to us on the motion of Donald J. Barnett to intervene in this matter. The charge, which was filed by Fred Greenberg against the Board of Education of the City School District of the City of New York, was dismissed by a hearing officer and Greenberg has filed exceptions to the hearing officer's decision. We find that intervention at this stage of the proceeding would serve no useful purpose.

ACCORDINGLY, WE ORDER that the motion herein be, and it hereby is, denied.^{1/}

DATED: April 15, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

^{1/}Barnett is, however, hereby granted permission to file a memorandum of law amicus curiae. It will be considered if filed and served not later than May 2, 1983. At his request, his papers in support of his motion to intervene will be considered as his memorandum amicus curiae.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-4/15/83

In the Matter of
COUNTY OF NASSAU,

BOARD DECISION
AND ORDER

Respondent,

-and-

CASE NO. U-6414

PATROLMEN'S BENEVOLENT ASSOCIATION OF
THE POLICE DEPARTMENT OF THE COUNTY OF
NASSAU, INC.

Charging Party.

EDWARD G. McCABE and BEE & DeANGELIS, ESQS. (PETER B.
BEE, ESQ., of Counsel), for Respondent

AXELROD, CORNACHIO & FAMIGHETTI, ESQS. (MICHAEL C.
AXELROD, ESQ., of Counsel), for Charging Party

This matter comes to us on the exceptions of the Patrolmen's Benevolent Association of the Police Department of the County of Nassau, Inc. (PBA) to a decision of a hearing officer dismissing its charge that the County of Nassau (County) unilaterally changed existing "internal investigation" procedures. The alleged change was that the County reversed a practice of permitting unit employees who are witnesses to be accompanied by an attorney or other representative when appearing at an internal investigation.

The hearing officer found that the subject matter of the charge was covered by the parties' collective bargaining agreement. He concluded that the agreement reflected the fact that the parties had fully negotiated the matter and that the action of the County had to be either consistent

with or in violation of that agreement. The determination whether the County's action was consistent with or in violation of the agreement is, according to the hearing officer, not a proper question to be presented to this Board because §205.5(d) of the Taylor Law provides:

the board shall not have authority to enforce an agreement between an employer and an employee organization and shall not exercise jurisdiction over an alleged violation of such an agreement that would not otherwise constitute an improper employer or employee organization practice.

The hearing officer based his decision upon contract language setting forth procedures for internal disciplinary investigations. He also found material a related continuation-of-benefits clause which provides that "disciplinary procedures shall be the same as are presently in effect"

In support of its exceptions, PBA argues that, since the collective bargaining agreement is silent on the specific matter covered by the County's unilateral action that allegedly changed a past practice, the County was barred by §209-a.1(d) of the Taylor Law from taking such action.^{1/}

^{1/}PBA also makes additional arguments. It asserts that grievance arbitration would not be a sufficient remedy because it is too time-consuming. It also asserts that, if a witness appears unaccompanied and subsequently becomes an "employee under investigation", his prior appearance as a witness might prejudice his subsequent rights as an employee under investigation. The first of these arguments is irrelevant to the basis of the hearing officer's decision. The second argument supports the hearing officer's position that the contractual provisions which explicitly protect employees under investigation should be dispositive of the underlying issue raised by the charge.

Having reviewed the record, we affirm the decision of the hearing officer. Although the detailed contract provisions do not specify the rights of witnesses in internal investigations, the above-quoted language of the continuation of benefits clause relates directly to the maintenance of disciplinary procedures. The charge alleges a change in disciplinary procedures. Indeed, in its brief in support of its exceptions, PBA describes the County's conduct as a change of a long-standing practice and argues that the change "superseded the contract".

We determine that the absence of a contractual provision explicitly granting or denying witnesses the right to be accompanied by a representative at an internal investigation does not reflect a failure of the parties' agreement to cover the matter. The agreement covers disciplinary procedures in a comprehensive manner and thus may reasonably be found to manifest the parties' intention to embrace this particular aspect of the broad subject matter negotiated. It is the agreement that must be interpreted to determine whether the parties intended to afford such a right to witnesses. Accordingly, we affirm the hearing officer's conclusion that the resolution of this question is not properly presented to this Board.

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

DATED: April 15, 1983
Albany, New York

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS,

#2c-4/15/83

Employer.

-and-

CASE NO. C-2537

NON-INSTRUCTIONAL ADMINISTRATORS AND
SUPERVISORS,

Petitioner.

VINCENT LORETTO, for Employer

JAMES D. ADAMS, PETER J. SCIARRINO and ROBERT
POWELL, for Petitioner

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the City School District of the City of Niagara Falls (District) to a decision of the Director of Public Employment Practices and Representation (Director) that the Non-Instructional Administrators and Supervisors (NIAS) is entitled to be certified as the exclusive negotiating agent of a unit of administrative and supervisory employees of the District. The unit was defined by the District and NIAS on February 3, 1983, when they jointly executed a consent agreement which specified the job titles to be included in and excluded from it. One week later NIAS submitted proof that each employee

in the stipulated unit indicated his choice of NIAS as the representative of the unit and, on that basis, the Director determined that NIAS satisfied the requirements for certification without an election.

The District now argues that, notwithstanding its execution of the consent agreement, the negotiating unit is not appropriate. In support of this argument, it alleges that four of the unit positions are held by employees who perform managerial functions. NIAS consents to the deletion of one of the positions from the unit, but opposes the deletion of the others.

The District has stated no valid basis, and there is none, for our now considering allegations, first made by the District only after the Director issued his decision in this matter, that some of the employees in the agreed upon unit perform managerial functions. Nothing in the Taylor Law precludes the granting of representation rights to such employees. They may be removed from a unit and be deprived of representation rights only if their employer makes a timely application and persuasive showing to this Board that they should be disqualified.^{1/} Even then, managerial

^{1/}See §201.7(a) of the Taylor Law and §210.10 of the Rules of this Board.

employees may not be immediately disqualified from representation rights.^{2/}

Inasmuch as certification of a negotiating unit containing employees performing managerial functions does not violate the Taylor Law, there would have to be a compelling reason for entertaining the District's exceptions and reopening the record to determine whether some of the employees are managerial. The District has presented none. It has neither claimed that it has become aware of newly discovered relevant evidence nor asserted any other valid basis for withdrawing its consent to the unit. The District obviously knew the functions of its administrative and supervisory employees when it executed the consent agreement. It had conducted informal negotiations with the group of employees holding the positions in the negotiating unit for over twelve years.

NOW, THEREFORE, WE AFFIRM the decision of the Director,^{3/} and

^{2/}§201.7(a) of the Taylor Law provides that the designation of employees as managerial, and hence their disqualification from representation rights, shall only become effective upon the termination of the period of unchallenged representation of the employee organization which represents them.

^{3/}If, at an appropriate time, the District still wishes to exclude some of the employees in the unit defined by the Director on the ground that they are managerial employees, it may file an application under §201.10 of our Rules.

WE HEREBY CERTIFY that Non-Instructional Administrators and Supervisors has been designated and selected by a majority of the employees of the District in the unit described below as their exclusive representative for the purpose of collective negotiations and for the settlement of grievances.

Included: Director of School Planning, Operation and Maintenance; Data Processing Manager; Civil Service Personnel Administrator; Director of School Lunch; Supervisor, Maintenance; Supervising Custodian; Transportation Specialist; Foreman, A/V; Foreman, Maintenance; Purchasing Agent; and Electrician.^{4/}

Excluded: All other employees.

FURTHER IT IS ORDERED that the District shall negotiate collectively with Non-Instructional Administrators and Supervisors with regard to the terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 15, 1983
Albany, New York

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

^{4/}In accordance with an agreement between the parties, the position of Jr. Accountant/Treasurer, which had been included in the unit by the Director, is excluded.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SACHEM CENTRAL SCHOOL DISTRICT and
SACHEM CENTRAL TEACHERS ASSOCIATION,

#2D-4/15/83

Respondents,

-and-

CASE NO. U-5744

RICHARD W. GLASHEEN,

Charging Party.

INGERMAN, SMITH, GREENBERG & GROSS, ESQS. (JOHN H.
GROSS, ESQ., of Counsel), for Sachem Central School
District

KAPLOWITZ & GALINSON, ESQS. (DANIEL GALINSON, ESQ.,
of Counsel), for Sachem Central Teachers Association

RICHARD GLASHEEN, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Richard W. Glasheen to a hearing officer's decision dismissing his charge containing separate allegations complaining about the conduct of the Sachem Central School District (District) and the Sachem Central Teachers Association (Association). With respect to the District, the allegations state that it denied Glasheen tenure because he filed a grievance in June 1980 and that it improperly delayed the arbitration of that grievance. With respect to the Association, the allegations state that it improperly permitted the District to delay

arbitration.^{1/} Among other things, the exceptions argue that the hearing officer erred in excluding relevant testimony.

The hearing officer dismissed the allegation that Glasheen was denied tenure because he filed a grievance on the ground that the charge was not filed within four months from the time that Glasheen was denied tenure. She found that the final determination to deny Glasheen's tenure had been made on March 10, 1981, in a formal letter of notification from the District's superintendent,^{2/} which is more than four months prior to November 2, 1981, the date

^{1/}The hearing officer dismissed an allegation that the District and the Association acted improperly when they entered into an agreement which did not allow a unit employee to go to arbitration without the Association's consent. The basis of her decision was that such an agreement was not improper. There are no exceptions to this part of the hearing officer's decision.

^{2/}The letter stated:

"I wish to inform you that I shall recommend the termination of your services as a probationary teacher in Sachem Central Schools effective June 30, 1981.

Such recommendation shall be made to the Board of Education at its June 16, 1981 meeting to be held at the Waverly Avenue School at 8:00 P.M.

I am enclosing a copy of the 'Fair Dismissal Procedure' for your information."

of the charge. Citing Education Law §3031, Glasheen asked for the superintendent's reasons. The superintendent responded in a letter dated March 23, 1981. That letter ended with a statement "your services will end this June at the expiration of your probationary appointment."

In his exceptions, Glasheen asserts that the charge alleging that the District improperly denied him tenure was timely filed and states three grounds in support of this assertion. First, he argues that the decision not to offer him tenure did not become final until the appeal procedures under Education Law §3031 had run their course. Second, he argues that a decision to deny tenure can only be made after the expiration of a teacher's probationary period, which in his case would have been before July 1, 1981. Finally, he argues that the language of the superintendent's letter of March 10, 1981 stating, "I shall recommend the termination of your services . . .", was not sufficiently absolute to constitute a final determination, as it would have been with the word "will".

We find no merit in Glasheen's position. It is well established that the refusal of a superintendent to recommend a probationary teacher for tenure "is, by law, a final determination as to the probationer's status at the end of probation." 13 Education Department Reports, p. 69,

71.^{3/} Accordingly, we reject Glasheen's first argument.

Glasheen's second argument relies upon a misunderstanding of Brida v. Ambach, 69 Misc. 2d 900 (Albany Co., 1972). That case holds only that a teacher cannot gain tenure prior to the expiration of his probationary period. It does not relate to decisions denying tenure during the probationary period.

Finally, Glasheen's argument based upon the distinction between "shall" and "will" must also be rejected. Whatever fine distinction may be made in the abstract, it is fairly clear that the superintendent followed common usage in expressing a final decision and that Glasheen understood it that way.

Glasheen also excepts to the hearing officer's finding that the slow pace of the resolution of the grievance does not evidence improper conduct by either the District or the Association. The record shows that the grievance was processed through its nonarbitration stages between July

^{3/}The subsequent enactment of §3031 has not increased the power of a Board of Education. Anderson v. Board of Education, Yonkers, 38 NY2d 897 (1976). We find that Education Law §3031 procedures are at most in the nature of motions to reconsider. As such, the denial of such a motion does not extend the time during which to file an improper practice. See Board of Fire Commissioners, Brighton Fire District, 10 PERB ¶3091 (1977); West Park UFSD, 11 PERB ¶3016 (1978).

1980 and the end of September of that year. On October 1, 1980, a member of the Association's grievance committee advised Glasheen not to proceed to arbitration, but when Glasheen insisted on going forward, the Association filed for arbitration two days later. Thereafter, the matter proceeded slowly. The delays are attributed to such factors as an administrative error on the part of the American Arbitration Association, three requests for adjournment by the District and one request for adjournment on the part of the Association on behalf of Glasheen, who was unavailable. Hearings were held on two days and a record of 250 pages was made. Glasheen was offered compromise settlements of his grievance during this period which were rejected by him.

On the evidence before us, we affirm the conclusion of the hearing officer that neither the District nor the Association deliberately stalled the resolution of Glasheen's grievance and that the delays were not the result of a design to deprive Glasheen of statutorily protected rights.

Glasheen's final exception argues that the hearing officer excluded relevant testimony. This refers to the hearing officer's exclusion of a proposed exhibit containing a grievance other than the one referred to in the charge. Glasheen argues that the document should be received in evidence because it would indicate animus on the part of the District and thereby help him establish the improper

motivation for the delays in the processing of the first grievance.

This argument is rejected. It was not error on the part of the hearing officer to exclude the document containing the formal statement of the grievance itself as it is merely a self-serving statement that carries no weight with respect to the truth of its allegations. The hearing officer did, however, permit Glasheen to testify about the manner in which the grievance was processed and he did so. It is that testimony which is material to his position.

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

DATED: April 15, 1983
Albany, New York

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-4/15/83

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,

BOARD DECISION AND ORDER

CASE NO. U-4775

-and-

THOMAS C. BARRY,
Charging Party.

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,

CASE NO. U-4983

-and-

THOMAS C. BARRY,
Charging Party.

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,

CASE NO. U-4991

-and-

CHARLES R. IDEN,
Charging Party.

BERNARD F. ASHE, ESQ. (IVOR MOSKOWITZ, ESQ., of
Counsel), for Respondent

THOMAS C. BARRY, pro se

STUART ROSENFELDT, ESQ., for Charles R. Iden

The charges herein allege that United University Professions, Inc. (UUP) coerced Thomas C. Barry and Charles R. Iden, the charging parties, in the exercise of their right to refrain from joining or participating in UUP by not processing expeditiously the prescribed appellate steps of its agency shop refund procedure for 1977-78 and 1978-79.^{1/} The hearing officer found merit in the charges, and the matter comes to us on UUP's exceptions to that decision. Charging parties have also filed exceptions in which they complain that the hearing officer's remedial order is inadequate.

We note, by way of background, that challenges to the adequacy of UUP's agency shop refund procedure and the expeditiousness of its implementation have been brought to this Board in earlier proceedings. In August 1978, we found certain aspects of the arbitration step of the procedure to be unsatisfactory. UUP (Eson), 11 PERB ¶3068 (1978). UUP then revised its refund procedure and we accepted the revised procedure with the understanding that refund claims would be processed "in an expeditious manner." UUP (Eson), 11 PERB ¶3074 (1978). Later, in consideration of the difficulties reported by UUP in processing its first refund

^{1/}Barry filed charges relating to both the 1977-78 and 1978-79 refunds. Iden's charge relates to the 1978-79 refund only.

appeals under its procedure, we determined that January 31, 1980 would be a realistic date for disposition of all appeals from the 1977-78 refund; and we ordered UUP to complete the appeals by that date. We ruled that for refunds for 1978-79 and thereafter, the appellate steps would have to be completed by August 31 of the year following the filing of the refund application. UUP (Eson), 12 PERB ¶3093 (1979). Our decision was affirmed by the Appellate Division. UUP v. Newman, 77 AD2d 709 (3d Dept., 1980), 13 PERB ¶7010; mot. for lv. to app. den., 51 NY2d 707 (1980), 13 PERB ¶7016.

Barry's first charge now before us (U-4775) alleges that UUP did not process expeditiously its refund procedure for 1977-78 agency shop fees in that appeals were not disposed of until June 6, 1980. His second charge (U-4983) alleges that UUP did not complete the appellate steps for 1978-79 agency shop fees in an expeditious manner by failing to dispose of the pending appeals even as late as October 6, 1980, the date when that charge was filed. Two days later a similar charge was filed by Charles R. Iden (U-4991).

Based upon the evidence before her, the hearing officer found that UUP had not completed the appellate steps of its refund procedure for 1977-78 and 1978-79 agency shop fees until June 6, 1980 and January 24, 1981 respectively. In both instances, this was five months beyond the latest acceptable date imposed in 12 PERB ¶3093. The hearing

officer therefore determined that UUP had violated §209-a.2(a) of the Taylor Law in that the appellate steps of its refund procedure for 1977-78 and 1978-79 agency shop fees were not completed in an expeditious manner.^{2/} The matter now comes to us on the exceptions of UUP and of both charging parties.

In its exceptions UUP argues that although the appellate steps of its refund procedure for 1977-78 and 1978-79 were not completed within the time limits prescribed by us in 12 PERB ¶3093, the delay was not improper because it had acted as expeditiously as possible. It further argues that Barry was in part responsible for the lapse of time by requesting an adjournment of the hearing, by making

^{2/15} PERB ¶4607 (1982). Iden's charge and Barry's two charges had also complained that the procedures followed by the "neutral" chosen by UUP for the final appellate stage of its refund procedure were unfair and unreasonable. In earlier decisions dealing with these three charges (14 PERB ¶4592 [1981], 14 PERB ¶4621 [1981], 14 PERB ¶4607 [1981]), the hearing officer determined that the allegations relating to the conduct of the "neutral" did not set forth an improper practice because the subject matter was beyond the jurisdiction of this Board. She also determined that the allegations that UUP took too much time in completing its refund procedure did not allege a separate improper practice, but might constitute a violation of this Board's order in UUP (Eson), 12 PERB ¶3093 (1979). We affirmed the hearing officer's decisions regarding the conduct of the "neutral" but reversed her dismissal of so much of the charges as alleged inexpeditious disposition of the agency shop fee refund claims. The cases were remanded to her for further consideration of this issue. 14 PERB ¶3103 (1981), 14 PERB ¶3099 (1981) and 14 PERB ¶3100 (1981).

a request for financial reports, by participating in the hearing and by filing a brief.

In their exceptions Barry and Iden complain that the hearing officer's decision does not go far enough in that it does not declare the refund procedure to be burdensome and coercive in various particulars beyond the length of time taken. They also urge us to order, as a remedy for UUP's violations, that it refund all agency shop fees collected from all payers during its 1977-78 and 1978-79 fiscal years.

Upon full consideration of all the evidence and arguments, we must conclude that UUP's failure to complete the appellate steps of its refund procedure for 1977-78 agency shop fees until June 6, 1980 and its failure to complete its appellate steps for 1978-79 until January 24, 1981 constituted inexcusable inordinate delays of months for each year in the performance of its statutory obligations. As we noted in UUP (Eson), 12 PERB ¶3093 (1979), taking account of UUP's difficulty initiating its refund procedure, it was fair and realistic to expect UUP to complete all aspects of this procedure by January 31, 1980 for 1977-78 agency shop fees and by August 31, 1980 for 1978-79 agency shop fees. The record affords no basis for now holding otherwise. UUP has not shown that it made a serious effort to meet the time constraints we imposed. If, as it asserts, it experienced unforeseen problems in meeting the time

limits set in the earlier case, it has not explained to us why it did not so apprise us and seek a further extension of time. Moreover, as the hearing officer found, it did not inform the "neutral" it chose that this Board had set time limits or that expedition was a high priority. The record also supports the determination of the hearing officer that no responsibility for the delay can be attributed to Barry. His conduct, which UUP complains about, was a reasonable exercise of his rights under its procedure and did not occasion an unforeseeable delay, particularly as his request for adjournment was not granted.

We affirm the hearing officer's decision that UUP's failure to complete the appellate steps of its refund procedure for 1977-78 and 1978-79 in an expeditious manner constitutes a violation of §209-a.2(a) of the Taylor Law. The effect of UUP's slow pace in completing its refund procedure has been to discourage agency shop fee payers from exercising their statutory right to seek refunds. Thus, as we held in UUP (Eson), 12 PERB ¶3093, supra, the delay has the effect of coercing agency shop fee payers in the exercise of their right to refrain from becoming members of or participating in the affairs of UUP.

Accordingly, for Barry and Iden, the two applicants who filed charges, we order UUP to refund in full their agency shop fees for the years covered by their respective

charges. We do not agree, however, that UUP should also be ordered to refund the agency fee payments it collected from all nonmembers for 1977-78 and 1978-79. In requesting such a remedy, charging parties are seeking monetary compensation not only for themselves but also for persons who did not file a charge and have not claimed that they were aggrieved. Under the Taylor Law only an employee organization acts in a representative capacity;^{3/} individual charging parties do not.^{4/} When a charge is brought by an individual, he alone is made whole for monetary losses that he has shown to have suffered as a result of the conduct found to be unlawful. The rights of other individuals are protected by the issuance of a cease and desist order preventing future violations.^{5/}

^{3/}See §203 of the Taylor Law

^{4/}Even were the class action concept to exist under the Taylor Law, charging parties have not shown that they are proper representatives of the class that they seek to represent or that they meet any of the criteria generally necessary for class action status. Compare CPLR Article 9.

^{5/}Compare UUP (Eson), 12 PERB ¶3117 (1979); affirmed UUP v. Newman, 80 AD2d 23 (3d Dept., 1981), 14 PERB ¶7011, mot. for lv. to app. den., 54 NY2d 611 (1981), 14 PERB ¶7026. In that case our order made the charging party alone whole for losses that he suffered in the past. The statutory concern for the prevention of future improper practices was reflected in that part of our order directing UUP to cease and desist from violating such rights in the future.

We have not considered the complaints of Barry and Iden that the hearing officer's decision is inadequate in that it does not declare the refund procedure to be burdensome and coercive in various particulars other than the length of time it took to complete that procedure. These complaints relate to the conduct of the "neutral" and have already been rejected by us at an earlier stage in this proceeding.^{6/}

NOW, THEREFORE, WE ORDER UUP:

1. To refund to Barry the total amount of his agency shop fee for 1977-78 with interest at the rate of 6 percent per annum from March 5, 1979, the date of the refund, through June 25, 1981, and at the rate of 9 percent per annum thereafter;
2. To refund to Barry and Iden the total amount of their agency shop fees for 1978-79 with interest at the rate of 6 percent per annum from February 26, 1980, the date of the refund, through June 25, 1981, and at the rate of 9 percent per annum thereafter.

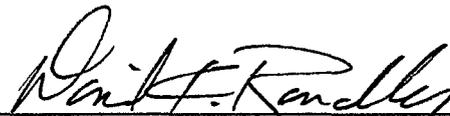
^{6/}See footnote 2.

3. To post a copy of the notice attached hereto on all bulletin boards regularly used by it to communicate with unit employees.^{2/}

DATED: April 15, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

^{2/}Ordinarily we would order UUP to complete the appellate steps of its agency shop fee refund procedure expeditiously. Such an order would be redundant here because of the order already issued by us in UUP (Eson), 12 PERB ¶3093, supra.

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE

PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE

PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all unit employees that United University Professions will:

1. Refund to Thomas C. Barry the total amount of his agency shop fee for 1977-78 with interest at the rate of 6 percent per annum from Marcy 5, 1979, the date of the refund, through June 25, 1981, and at the rate of 9 percent per annum thereafter.
2. Refund to Thomas C. Barry and Charles R. Iden the total amount of their agency shop fees for 1978-79 with interest at the rate of 6 percent per annum from February 26, 1980, the date of the refund, through June 25, 1981, and at the rate of 9 percent per annum thereafter.

..... United University Professions

Dated.....

By.....
(Representative) (Title)

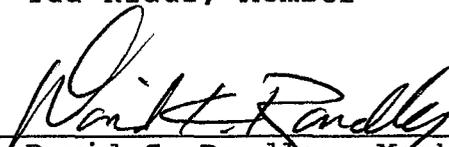
This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Amalgamated Industrial Union, Local 76B-92-76, UFWA, AFL/CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 15, 1983
Albany, New York



Ida Klaus, Member

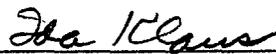


David C. Randles, Member

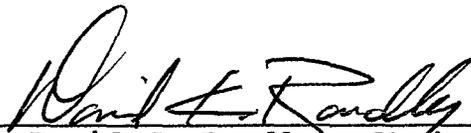
Excluded: Director of Library, Pages, CETA
employees and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Roosevelt Public Library Staff Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 15, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
COUNTY OF ROCKLAND,

#3C-4/15/83

Employer,

-and-

CASE NO. C-2454

UNITED FEDERATION OF POLICE, INC.,

Petitioner,

-and-

ROCKLAND COUNTY LOCAL 844, CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

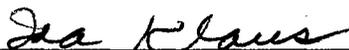
IT IS HEREBY CERTIFIED that the United Federation of Police, Inc. has been designated and selected by a majority of the employees of the above named employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Criminal Investigator, Senior
Criminal Investigator,
Criminal Investigator -
Electronic Surveillance.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Federation of Police, Inc. and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 15, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member