

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the
COUNTY OF NASSAU

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

DOCKET NO.
S-0002


BOARD DECISION AND ORDER

Pursuant to §212 of the Civil Service Law, the County of Nassau has submitted an application by which it seeks a determination that its Ordinance No. 549-1981, as amended on February 27, 1984 by Ordinance No. 68-1984, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State. Specifically, the amendment brings the County's local law into conformity with Chapter 409 of the Laws of 1983, which extended the Taylor Law's interest arbitration provisions for an additional two years.

Having reviewed the application and having determined that the ordinance aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State, it is

ORDERED that the application of the County of Nassau be,
and it hereby is, approved.

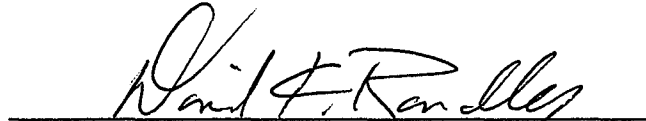
DATED: April 24, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BRIGHTON CENTRAL SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-7036

BRIGHTON TRANSPORTATION ASSOCIATION,
NYSUT/AFT, LOCAL 3889,

Charging Party.

HARRIS, BEACH, WILCOX, RUBIN & LEVEY, ESQS., for
Respondent

ROBERT SWAYZE, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Brighton Central School District (District) to a decision of an Administrative Law Judge (ALJ) that it violated §209-a.1(e) of the Taylor Law in that it failed to pay seniority based wage increments to its bus drivers after the expiration of its collective bargaining agreement with the Brighton Transportation Association, NYSUT/AFT, Local 3889 (Association) covering those bus drivers, and before a successor agreement was negotiated.

The District acknowledges that we have determined that a public employer violates §209-a.1(e) of the Taylor Law if it refuses to advance its employees on a contractual wage schedule pursuant to the terms of that contract after the contract has expired and before a successor contract is negotiated.^{1/} It argues, however, that this determination was in error and should be reversed. It also argues that our prior decision is not a relevant precedent because the expired agreement here did not actually create an incremental step system based upon seniority.

The Association represents the bus drivers and mechanics employed by the District. An agreement between the District and the Association covering the period from July 1, 1980 to June 30, 1983 established six bus driver categories based upon the wage rates that had been in effect, and, effective July 1, 1980, it allocated bus drivers in each of these categories to a different wage step. The wage rates for each step were increased on July 1, 1981, the first anniversary of the effective date of the agreement, but the employees did not advance from

^{1/}Cobleskill CSD, 16 PERB ¶3057, aff'd Cobleskill CSD v. PERB, not officially reported, 16 PERB ¶7023 (Sup. Ct., Albany Co., 1983).

step to step. A step advance was provided, however, on April 1, 1982. On July 1, 1982, the second anniversary of the effective date of the agreement, the wage rates for each step were increased and the bus drivers simultaneously moved from step to step.^{2/}

No such step advancements were provided for mechanics. Indeed, on November 1, 1980, Charles Loedel, the District's chief negotiator, asked Robert Swayze, the chief negotiator for the Association, to confirm in writing that they had not developed a "salary schedule for the mechanics." On the following day, Swayze did so, saying that for the mechanics "no assumption is to be made for expecting automatic increments."

In support of its position that the expired agreement did not establish an incremental system for drivers, the District points out that there were several salary raises over the period covered by that agreement, some of which involved step increases and some of which did not. It further points out that there was no uniform practice of

^{2/}There was an unrelated wage increase on January 1, 1983. That increase was not provided pursuant to the salary schedule. Rather, it flowed from a reopener clause in a side agreement which authorized negotiations for an in-step salary raise in the event that other transportation employee settlements in Monroe County exceeded 8%.

granting step increases on the anniversary of the effective date of the agreement during its lifetime.

The ALJ rejected the District's position on the basis of testimony by Swayze that the parties intended to phase in an incremental pay system during the course of the agreement. The testimony introduced by the District to refute this was by a witness who was not present during the negotiations of the 1980-83 agreement. Accordingly, the ALJ found Swayze's testimony more credible. He also found that the exchange of notes between Swayze and Loedel supported Swayze's testimony.

Having reviewed the record and considered the arguments of the parties, we affirm the findings of fact and conclusions of law of the ALJ. We find that the parties had negotiated an incremental step increase for bus drivers in 1980 which was phased in over the first two years of that agreement and was fully in place on July 1, 1982. We further find that the District's failure to advance bus drivers from step to step on July 1, 1983 constituted a violation of §209-a.1(e) of the Taylor Law.

NOW, THEREFORE, WE ORDER the District:

1. to advance all employees who were eligible for a step increase on July 1, 1983 one step on the salary

schedule; thereafter, to pay each employee at the rate set forth on the schedule for that step, as last increased, until such time as a successor agreement is negotiated;

2. to pay to each employee who was eligible for a step increase on July 1, 1983 a sum to equal the difference between the salary actually paid to the employee to date and the salary that would have been paid to the employee to date had the employee been advanced one step on July 1, 1983, and had he been paid accordingly under the schedule as last increased, with interest on each sum at the current maximum legal rate of interest per annum;
3. to cease and desist from refusing to pay unit employees in accordance with the salary schedule contained in an expired agreement until a successor agreement is negotiated; and

4. to sign and post a notice in the form attached in every building in which a unit employee works at every location ordinarily used to post notice of information to unit employees.

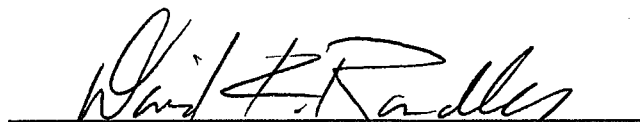
DATED: April 24, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

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 employees in the unit represented by the Brighton Transportation Association, NYSUT/AFT, AFL-CIO, Local 3889 that the Brighton Central School District will:

1. Advance all employees who were eligible for a step increase on July 1, 1983 one step on the salary schedule; thereafter, pay each employee at the rate set forth on the schedule for that step, as last increased, until such time as a successor agreement is negotiated;
2. Pay to each employee who was eligible for a step increase on July 1, 1983 a sum to equal the difference between the salary actually paid to the employee to date and the salary that would have been paid to the employee to date had the employee been advanced one step on July 1, 1983, and he had been paid accordingly under the schedule as last increased, with interest on each sum at the current maximum legal rate of interest per annum; and
3. Not refuse to pay unit employees in accordance with the salary schedule contained in an expired agreement until a successor agreement is negotiated.

..... Brighton Central School District

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.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF PUTNAM VALLEY,

BOARD DECISION
AND ORDER

Employer,

-and-

CASE NO. C-2636

LOCAL 456, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA,

Petitioner,

-and-

TOWN OF PUTNAM VALLEY UNIT, PUTNAM
COUNTY LOCAL 840, CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.,

Intervenor.

In the Matter of
TOWN OF PUTNAM VALLEY UNIT, PUTNAM
COUNTY LOCAL 840, CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,

Respondent,

-and-

CASE NO. U-6912

TOWN OF PUTNAM VALLEY,

Charging Party.

RAINS & POGREBIN, P.C. (ERNEST R. STOLZER, ESQ., of Counsel,
in Case No. C-2636, TERENCE M. O'NEIL, ESQ., of Counsel,
in Case No. U-6912), for Employer-Charging Party

ROEMER & FEATHERSTONHAUGH, P.C. (WILLIAM M. WALLENS, ESQ.,
of Counsel), for Intervenor-Respondent

LUCYK & COHEN, ESQS. (BRIAN M. LUCYK, ESQ., of Counsel), for
Petitioner

The representation case herein was brought by a petition of Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT), to represent employees of the Town of Putnam Valley (Town), who have been in a negotiating unit represented by Town of Putnam Valley Unit, Putnam County Local 840, Civil Service Employees Association, Inc. (CSEA). The negotiating unit comprises 34 employees, 22 blue-collar and 12 white-collar.

The Town opposed the petition on the ground that the negotiating unit should be divided into separate blue- and white-collar units because there had been problems in the relationships between the blue- and white-collar employees. The undisputed testimony at the hearing of the witnesses of the two unions confirmed the problems in the existing unit and the Director of Public Employment Practices and Representation (Director) granted the substance of the Town's unit proposal. At first, both IBT and CSEA indicated their intention to seek election in both units, but IBT then settled for the blue-collar unit and CSEA for the white-collar unit. The representation case would now be ready for resolution by certification of the two unions in their respective units without an election but for a question regarding the timeliness of the petition that is raised by the charge in the improper practice case herein. Accordingly, we consolidate these matters for decision.

The improper practice case comes to us on the exceptions of the Town to a decision of an Administrative Law Judge (ALJ)

dismissing its charge that CSEA violated its duty to negotiate in good faith in that three members of its negotiating team did not support ratification of an agreement which they signed. Relying upon Union Springs Central School Teachers Association, 6 PERB ¶3074 (1973), it argues that CSEA should be ordered to execute the agreement.

FACTS

CSEA's prior agreement with the Town expired on December 31, 1982. It had a seven-person team to negotiate a successor agreement. The team consisted of Naughtner, a CSEA collective bargaining specialist, who was the chief negotiator, three blue-collar employees, Cobb, Gabari and Yorgenson, who were its president, vice-president and treasurer respectively, and three white-collar employees.

IBT began to organize the unit employees during the course of the negotiations, and all three blue-collar members of CSEA's negotiating team signed Teamster petitions. In addition, Cobb and Gabari both resigned their CSEA offices. When this information came to Naughtner's attention he asked the three, on May 23, 1983, if they could support a collective bargaining agreement between CSEA and the Town should one be reached at that evening's negotiation session. Each replied in the affirmative.

An agreement was reached on May 23, and the stipulation of agreement was executed by the six unit employee members of CSEA's negotiating team. It provided, among other things, that its substantive provisions were subject to ratification by both parties and that "[t]he respective negotiating committees agree to recommend

this stipulation for ratification".

The CSEA ratification vote was set for May 26. It was agreed among the members of the team that Naughter alone would present the contract on behalf of the negotiating committee. Cobb testified that when, between May 23 and May 26, an employee would ask him about the contract, he "told him that was the best we could do as far as the contract would go, and they would have to make up their minds as to whether they accepted it or not". Gabari similarly testified that he told fellow employees that the team had done the best it could, but that he did not urge them to vote for the agreement.

IBT held an informal meeting on the evening of May 25, which was attended by the three blue-collar negotiators. At that time, IBT had not yet filed its petition.

At the CSEA ratification meeting the following day, according to Gabari, "everybody was in an uproar..." as Naughter attempted to tell the unit employees that they had a good contract. The contract was voted down in a secret ballot by a vote of 22 to 10. Cobb, Gabari and Yorgenson all voted against it.

IBT filed a petition to represent the entire unit. The petition is dated May 26, 1983, and was apparently mailed on that day; it was received by this Board on May 31. The charge was filed six weeks later, and both cases were decided on the same day.

DISCUSSION

We conclude that the Town has established a violation of the Taylor Law. This Board has held that the failure of negotiators

affirmatively to support an agreement is a violation of the Taylor Law unless the negotiators had advised the other party in advance that they would not give such support.^{1/} In the instant case, Cobb, Gabari and Yorgenson did not so advise the Town. On the contrary, they expressly agreed to recommend the stipulation of agreement for ratification.

The ALJ determined that the Taylor Law obligation of negotiators to support an agreement may be satisfied by appointing one of them to speak for them all. While we agree with this as a general proposition, we do not agree with the ALJ that it is applicable to the facts before us. Cobb testified that he told fellow employees before the ratification vote was held that they "would have to make up their minds as to whether they accepted [the agreement] or not." Gabari also testified that he spoke to some of his fellow employees about the agreement prior to the ratification vote but that he did not urge them to vote for it. On this testimony, we conclude that they did not merely defer to Naughter to present the agreement, but that, contrary to their commitment to the Town, they communicated to their fellow employees their lack of affirmative support for the agreement. This is even more apparent when the remarks are viewed in light of the entire course of conduct of the three negotiators. The

^{1/}Wappingers CSD, 5 PERB ¶3074 (1972); Union Springs CSD, 6 PERB ¶3074 (1973); Harpursville CSD, 14 PERB ¶3003 (1980); and Jeffersonville-Youngsville CSD, 16 PERB ¶3106 (1983).

resignations of Cobb and Gabari from their CSEA offices, the support given by all three to IBT, a rival organization having a vital interest in the defeat of the agreement, and finally, their own votes against ratification, combine strongly to imply that both their assurances to Naughter on May 23, that they could support a collective bargaining agreement if one were reached that evening, and their commitment given to the Town later that day to recommend the agreement for ratification, were not made in good faith.

Accordingly, the failure of these CSEA negotiators to stand by their commitment to the Town affirmatively to support the agreement is a violation of the Taylor Law. The membership vote against ratification must therefore be regarded as having no effect on the status of the agreement. Ordinarily, the appropriate remedy for this violation is for CSEA to execute the agreement which was accepted by its negotiators on May 23, 1983.^{2/} However, in this case, before imposing such a remedy, we must address the question in the representation proceeding as to whether the IBT petition was timely filed or whether the agreement constituted a bar. Since IBT can be certified without an election as representative of the blue collar unit if its petition was timely filed, an order in the improper practice case directing CSEA to execute an agreement covering both blue- and white-collar employees would be

^{2/}Union Springs CSD, 6 PERB ¶13074 (1973);
Jeffersonville-Youngsville CSD, 16 PERB ¶13106 (1983).

inappropriate. We therefore remand the representation case to the Director to determine the timeliness question and hold in abeyance our decision as to what the appropriate remedy should be in the improper practice case.

NOW, THEREFORE, WE ORDER that Case No. C-2636 be remanded to the Director for further proceedings consistent with this decision.

DATED: April 24, 1984
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

SUFFOLK COUNTY BOARD OF COOPERATIVE
EDUCATIONAL SERVICES, SECOND
SUPERVISORY DISTRICT,

Respondent,

-and-

CASE NO. U-6585

BOCES II TEACHERS ASSOCIATION,

Charging Party.

JOSEPH A. IGOE, for Respondent

MARTIN FEINBERG, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Suffolk County Board of Cooperative Educational Services, Second Supervisory District (BOCES) to a decision of an Administrative Law Judge (ALJ) that it violated §209-a.1(d) of the Taylor Law by unilaterally changing teacher evaluation procedures. It was stipulated by BOCES and BOCES II Teachers Association (Association), the charging party herein, that BOCES unilaterally decided to require teachers in its Occupational Education Program to meet with the administrator assigned to conduct the formal classroom observation at a pre-observation conference to discuss the lesson that would be observed. It was further stipulated that the pre-observation

conferences are approximately ten minutes long and are held at a mutually convenient time, often at lunch time or before or after school.

The ALJ determined that the institution of pre-observation conferences is a procedural change in teacher evaluation and he ruled that evaluation procedures, unlike evaluation criteria and standards, are a mandatory subject of negotiation.^{1/}

BOCES acknowledges that our decisions hold that a public employer violates §209-a.1(d) of the Taylor Law when it changes evaluation procedures unilaterally. It contends, however, that we should overrule our prior decisions and declare the alteration of evaluation procedures to be a management prerogative.

An aspect of the unilateral change in the procedure herein is a requirement that the teacher meet with the administrator during lunch time or before or after school. Such a procedural requirement is a mandatory subject of negotiation. Accordingly, we are not persuaded by BOCES' arguments and reaffirm our prior conclusion of law that such teacher evaluation procedures are a mandatory subject of negotiation.

^{1/}That ruling is based upon our decisions in Monroe-Woodbury Teachers Association, 3 PERB ¶3104 (1970); Somers Faculty Association, 9 PERB ¶3014 (1976); and Elwood UFSD, 10 PERB ¶3107 (1977).

ACCORDINGLY, WE AFFIRM the decision of the ALJ, and


WE ORDER BOCES to:

1. Cease and desist from requiring teachers in its Occupational Education Program to participate in a pre-observation conference;
2. Negotiate with the Association regarding the implementation of evaluation procedures;
3. Sign and post a notice in the form attached at all locations normally used for communications to teachers in the Occupational Education Program.

DATED: April 24, 1984
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

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 teachers in the Occupational Education Program who are in the negotiating unit represented by the BOCES II Teachers Association that the Suffolk County Board of Cooperative Educational Services, Second Supervisory District:

1. Will not require teachers in the Occupational Education Program to participate in a pre-observation conference;
2. Will negotiate with the Association regarding the implementation of evaluation procedures.

Suffolk County BOCES
Second Supervisory District.....

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.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
EAST RAMAPO CENTRAL SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-6169

EAST RAMAPO TEACHERS ASSOCIATION,


Charging Party.

BOARD DECISION ON MOTION

This matter comes to us on a motion dated February 21, 1984, made by the East Ramapo Teachers Association (Association). The Association requests this Board to reconsider its Decision and Order previously issued in this matter on January 12, 1984, and to reopen the hearing for the purpose of submitting additional evidence.

Upon review, we find the motion to be without merit. It is hereby denied.

DATED: April 24, 1984
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

CITY SCHOOL DISTRICT OF THE CITY OF
BUFFALO,

Employer,

-and-

CASE NO. C-2701

BUFFALO BOARD OF EDUCATION PROFESSIONAL,
CLERICAL, TECHNICAL EMPLOYEES' 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 Buffalo Board of Education Professional, Clerical, Technical Employees' 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: See attached "Schedule A"
 Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Buffalo Board of Education Professional, Clerical, Technical Employees' 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.

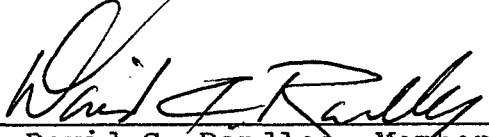
DATED: April 24, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

SCHEDULE A

Clerk	Assistant Accountant
Microfilm Operator	Assistant Auditor
Typist	Computer Operator
Stenographer	Principal Inventory Control Clerk
Calculating Machine Operator	Supervisor of Inventory
Community Education Leader	Associate Account Clerk
Senior Typist	Senior Personnel Clerk
Vartype Operator	Stenographic Secretary
Account Clerk	Auditing Inspector
Account Clerk Typist	Senior Drafting Technician
Account Clerk Stenographer	Senior Duplicating Machine Operator
Key Punch Operator	Assistant Supervisor of Data Processing Equipment
Security Officer	Research Aide
Senior Account Clerk	Supervisor of Bus Aides
Senior Account Clerk Typist	Assistant Supervisor of Instructional Equipment
Telephone Operator	Assistant Secretary of the Board
Data Processing Equipment Operator	Assistant Supervisor of Transportation
Duplicating Equipment Operator	Duplicating Machine Equipment Supervisor
Elementary School Clerk	Personnel Assistant
Hearing Stenographer	Senior Accountant
Junior Auditor	Senior Auditor
School Clerk Stenographer	Nutritionist
Senior Stenographer	Computer Programmer
School Nurse	Senior Chemist
Assistant Supervising School Lunch Manager	Sheet Metal Supervisor I
Data Control Clerk	Stenographic Secretary to the Superintendent
Payroll Auditor	Supervisor of Grounds I
Principal Clerk	Supervisor of Security Buyer
Senior Account Clerk Stenographer	Coordinator of Home School Relations
Senior Bookkeeping Machine Operator	Supervisor of Instructional Equipment
Senior Inventory Clerk	Chief Payroll Auditor
Senior School Clerk Stenographer	Assistant Engineer (Mechanical)
Senior Warrant Clerk (Accounting)	Budget Examiner
Drafting Technician	Supervisor of Building Repairs
Senior Data Processing Equipment Operator	Systems Analyst
Contract and Mail Distribution Clerk	
Statistics Clerk	
Senior Audio Visual Technician	

Auditor
Supervising Accountant
Supervisor of Electrical
Repairs
Supervisor of Painting
Supervisor of Plumbing and
Heating
Food Service Supervisor
Senior Architect
Senior Engineer
(Structural)
Supervising Plant Engineer
Supervisor of Service
Center
Supervisor of Transportation
Director of Public Relations
Director of Reconstruction
Director of Security
Purchasing Agent
Director of Data Processing
Director of School Plant
Operations

Associate Architect
Associate Engineer
Director of Service Center
Assistant Superintendent of
Plant
Assistant Superintendent for
Transportation
Cultural Resource Specialist
Occupational Therapist
Media Specialist
Community Resource Leader
Assistant Superintendent for
Service Center Operations
Secretary to the Board
Native American Bilingual
Specialist
Research & Information
Specialist
Confidential Desegregation
Aide
Supervisor - Building
Construction

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
CLARKSTOWN CENTRAL SCHOOL DISTRICT,
Employer.

CASE NO. C-2732

-and-
CLARKSTOWN SCHOOL BUILDINGS AND GROUNDS
UNIT, ROCKLAND COUNTY LOCAL 844, CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, 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 Clarkstown School Buildings and Grounds Unit, Rockland County Local 844, Civil Service Employees Association, Inc., Local 1000, AFSCME, 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 full and part-time employees of the district, however classified, performing custodial, maintenance, and grounds work.


Excluded: All other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Clarkstown School Buildings and Grounds Unit, Rockland County Local 844, Civil Service Employees Association, Inc., Local 1000, AFSCME, 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 24, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member