STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ELMIRA TEACHERS ASSOCIATION,
LOCAL 2638, NYSUT, AFT, AFL-CIO,

Charging Party,

-and- CASE NO. U-8937

ELMIRA CITY SCHOOL DISTRICT,

Respondent.

PAUL S. MAYO, Field Representative, for Charging Party

SAYLES, EVANS, BRAYTON, PALMER & TIFFT, ESQS. (EDWARD HOFFMAN, ESQ., of Counsel), for Respondent

NORMAN H. GROSS, ESQ. (HENRY F. SOBOTA, ESQ., of Counsel), for the NYS School Boards Association, Amicus Curiae

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Elmira City School District (District) from an Administrative Law Judge's (ALJ) decision which found that the District had violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) by refusing to negotiate a demand made by the Elmira Teachers Association, Local 2638, NYSUT, AFT, AFL-CIO (Association) that the District apply for Excellence-in-Teaching (EIT) funds, consisting of State monies made available to school districts solely for the purpose of improving teacher salaries. The ALJ found that

nothing in the legislation creating the opportunity to apply for such monies indicated a legislative intent to prohibit bargaining concerning the application for EIT monies, and further found that, by virtue of the unique nature and purpose of the funds, which are intended solely to supplement teacher salaries, and not to create new programs which would otherwise be within the prerogative of management to establish, a decision to apply for EIT funds to the State of New York by the District constitutes a mandatory subject of bargaining. The District excepts to the ALJ decision upon the grounds that the language of the legislation must be read to infer that the New York State Legislature did not intend the decision to apply for EIT funds to be a subject of bargaining, and that the right to apply for this State aid is a managerial prerogative which outweighs the Taylor Law right to bargain.

FACTS

In April 1986, the New York State Legislature amended §3602 of the Education Law by adding a new subdivision 27, which entitles school districts, upon application, to a portion of State EIT aid, which is to be used solely to improve teacher salaries.[1/] The legislation directs the Commissioner of Education to promulgate regulations

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[1/] L. 1986, Chapter 53; Education Law, §3602 (27)(a).

necessary to implement the program. Pursuant to the regulations so promulgated, applications by school districts for EIT funds must be filed by October 1 of each year.[2/]

On September 9, 1986, the District determined not to make application for the EIT funds, and immediately thereafter, on September 10, the Association demanded that the District negotiate its decision whether or not to apply for the funds. On September 17, 1986, the District informed the Association that it refused to negotiate its decision, and the instant improper practice charge ensued.

DISCUSSION

Section 3602(27)(a) of the Education Law provides, in relevant part, as follows:

> [U]pon application a school district shall be eligible for an Excellence-in-Teaching apportionment to improve teacher salaries . . . . All funds made available to a school district pursuant to this subdivision shall be distributed among teachers in accordance with this subdivision and shall be in addition to salaries heretofore or hereafter negotiated or made available. In school districts where the teachers are represented by certified or recognized employee organizations, all salary increases funded pursuant to this subdivision shall be determined by separate collective negotiations conducted pursuant to the provisions and procedures of article fourteen of the civil service law, notwithstanding the existence of a negotiated agreement between a school district and a certified or recognized employee organization.

[2/]Title 8, NYCRR, §175.35.

In its exceptions, the District contends that the language of the legislation at issue requires a finding that the New York State Legislature did not intend to permit bargaining on the decision whether to apply for EIT funding, since the legislation is silent on that issue, while, at the same time, makes reference to negotiations with respect to the disbursement of funds actually received. It contends that the principle of legislative construction, expressio unius est exclusio alterius, should apply.[3/]

While this principle is an appropriate one for our consideration, we find that its application to the legislation at issue does not warrant the finding argued by the District. If the Legislature had been silent on the question of the negotiability of the application for EIT funds, while, at the same time, directing nothing more than that negotiations take place with respect to the distribution of funds received, the argument of the District would be more persuasive. However, we read the legislation as placing the focus not on a duty to negotiate (or an absence thereof), but on a duty to conduct negotiations

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3/McKinney's Consolidated Laws of NY, Book 1, Statutes, §240 describes the principle of legislative construction as follows: "the maxim expressio unius est exclusio alterius is applied in the construction of the statutes, so that where a law expressly describes a particular act, thing or person to which it shall apply, an irrefutable inference must be drawn that what is omitted or not included was intended to be omitted or excluded."

separately from the usual collective bargaining process. In other words, the focus of the legislative reference to negotiation is only on its separateness from other negotiations and not on whether there is any duty at all to negotiate over application for EIT money. The legislative intent that negotiation concerning distribution of EIT monies be conducted separately from and in addition to the usual collective bargaining negotiations does not give rise to an inference that the authority of a school district to apply for these funds at the outset cannot, or should not, be bargained.

A second issue raised by the District is that the application for funding pursuant to §3602 of the Education Law must remain a matter of management prerogative because to find otherwise would place the school district in the position of having to bargain its mission, which, we have held and the courts of the State of New York have held, they cannot and should not be required to do. However, we find that the ALJ is correct in his conclusion that the EIT monies at issue here differ significantly from the other types of state aid made available pursuant to other subsections of §3602. Other subsections provide funding for programs which a school district may or may not wish to implement, and relate to the types, levels, and scope of services and programs offered by the school districts. The

EIT funding, on the other hand, is solely available to increase the pay provided to teachers who are already performing the services which the district has elected to offer to the community. Thus, despite the fact that the authorization for EIT funding appears in the same section of the Education Law as funding authorizations for programs and services, we agree with the ALJ in his finding that EIT funding is substantially different from the other types of funding, such that the question of the negotiability of the decision to apply for EIT funding is appropriately treated differently.

Having found that the language of the legislation contains no prohibition against bargaining the decision to apply for EIT funding, and having found that the application decision so directly affects terms and conditions of employment of teachers, in that its sole purpose is to increase teacher salaries (a subject which would, without question, normally constitute a mandatory subject of bargaining), it remains to be determined whether, as a matter of public policy, it should be concluded, as argued by the District, that a balancing of the rights and interests of the respective parties warrants a finding that the decision to apply for EIT funds constitutes a nonmandatory subject of bargaining.

The District argues that our decision in Board of Education of the City School District of the City of

New York, 19 PERB ¶3015 (1986), requires a finding that the balancing of the employer's interest in managing its own affairs outweighs the employees' interest in negotiating their terms and conditions of employment. In that case, we considered the question of whether implementation of §2590-g(13 and 14) of the Education Law, which required certain financial disclosure concerning business relationships between school districts and district personnel, constituted a mandatory subject of bargaining. We held that, to the extent that §2590-g(13) of the Education Law requires school districts to obtain certain financial disclosures, but §2590-g(14) accords it discretion to obtain other financial information, the former is a prohibited subject of bargaining and the latter is a mandatory subject of bargaining. We there stated: "Once subdivision 14[of Section 2590-g Education Law] gave the District the discretion to take certain actions, those actions became part of its Taylor Law duty to negotiate in good faith." 19 PERB ¶3015, at 3035.

In our view, contrary to the contention of the District, our holding in Board of Education of the City School District of the City of New York supports the conclusion reached by the ALJ that, where legislation does not specifically require an employer to act, but merely gives it the discretion to do so, the exercise of that

discretion will, if it affects terms and conditions of employment, fall within the Taylor Law duty to negotiate. The decision of the ALJ is affirmed in this regard also.

In summary, we find that the decision to apply for EIT funding so directly and materially affects terms and conditions of teachers' employment as to constitute a mandatory subject of bargaining, absent the expression of a legislative intent to exclude the subject from bargaining; we further find that there is no expression of explicit and clear legislative intent to remove the decision to apply from the duty to collectively negotiate; and we further find that, because the application for EIT funds does not relate primarily to the employer's mission, there is no articulated public policy in favor of declaring such application to constitute a management prerogative which is outside the scope of negotiations.

Based upon the foregoing, the decision of the Administrative Law Judge is hereby affirmed and it is ORDERED that the Elmira City School District:

(1) Forthwith negotiate in good faith with the Elmira Teachers Association, Local 2638, NYSUT, AFT, AFL-CIO, a decision to apply for the state aid apportionment provided by Education Law §3602(27) for the 1986-87 school year, and, upon demand, for subsequent school years for which such funding is available;

(2) Sign and post the attached notice at all work locations ordinarily used to communicate with unit employees.

DATED: October 13, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, 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 represented by the Elmira Teachers Association, Local 2638, NYSUT, AFT, AFL-CIO that the Elmira City School District:

1. Will forthwith negotiate in good faith with the Elmira Teachers Association, Local 2638, NYSUT, AFT, AFL-CIO, a decision to apply for the state aid apportionment provided by Education Law §3602(27) for the 1986-87 school year, and, upon demand, for subsequent school years for which such funding is available.

Elmira City 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.

11235

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ANONYMOUS,

Charging Party,

-and-

CASE NO. U-9404

NEW YORK CITY TRANSIT AUTHORITY and TRANSPORT WORKERS UNION, LOCAL 100,

Respondents.

APFELBAUM & LAFAZAN, ESQS. (BARRY APFELBAUM, ESQ. of Counsel), for Anonymous Charging Party

ALBERT C. COSENZA, General Counsel (RICHARD DREYFUS, ESQ., of Counsel), for New York City Transit Authority

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the attorney for a theretofore unnamed[1/] charging party (or parties) to the dismissal, by the Director of Public Employment Practices and Representation (Director), of a charge filed against the New York City Transit Authority

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1/In his exceptions, counsel for the theretofore unknown charging party provides, for the first time, the names of two persons on whose behalf he appears. Their status as charging parties and the timing of their identification are addressed infra. However, for the purpose of this appeal, the case is described as it was presented to the Director.

(TA), alleging a violation of §209-a.1(e) of the Public Employees' Fair Employment Act (Act), and against the Transport Workers Union, Local 100 (TWU), alleging a violation of §203 of the Act.

The attorney's original charge asserted the following:

> I am in possession of a list containing the names and identification numbers of approximately [blank in original] employees who are members of the TWU, Local 100, who have been informed of the nature of the allegations of this petition and have concurred therein. As a precaution against possible repercussions against these individuals, their identities have not been revealed but will be if and when required.

Upon receipt of the charge, the Director, by his designee, advised the attorney that the charge was deficient in a number of respects. The "deficiency letter" indicated first that only an authorized negotiating agent has standing to file a charge alleging a violation of §209-a.1(e) of the Act against a public employer, and that the individual representative filing the charge accordingly had no standing to so file.

A second deficiency set forth in the letter was that an improper practice charge may not allege a violation of §203 of the Act, but must assert violations of §209-a.2(a) or (b) of the Act, if making a claim before PERB of an improper practice by an employee organization.

The letter also addressed the allegations made in the charge against TWU, noting that the charge "sets forth no specifics, such as times and places of events and names of persons involved, as required by PERB's Rules. Rather, it speaks in generalities and conclusory terms."

In response to the "deficiency letter", the attorney provided details concerning the manner in which the TA failed to continue terms of the expired agreement between the TA and the TWU, but made no allegation that the "(e)" case was brought by or on behalf of the negotiating agent, the TWU.

Based upon the failure of the representative of the unnamed charging parties to assert an appearance on behalf of the negotiating agent, the Director dismissed so much of the charge as alleged a violation of §209-a.1(e) of the Act against the TA.

The charging party made no response to the deficiency letter insofar as it stated that an allegation of §203 of the Act is not cognizable as an improper practice charge before PERB.

No additional details were provided in response to the deficiency letter's statement that, to the extent the charge alleged a violation of the duty of fair representation, it lacked the specificity required by PERB's Rules of Procedure. The charge failed to set forth times and places of events and names of persons involved. The original charge

alleged that the TWU has "failed and refused to take action on behalf of the membership when faced with a growing number of complaints regarding such unilateral changes in terms and conditions of employments.[sic]" A reading of the charge in its entirety indicates that the changes in terms and conditions of employment referenced by charging party relate to alleged changes in the TA's sick leave policy and seniority rights, and the processing of grievances in relation thereto.

Instead of providing details concerning these matters, charging party made a submission alleging that a breach of the duty of fair representation occurred by virtue of a "failure to ensure a safe workplace". However, the information contained in the submission merely alleges that the TA has failed to provide a safe workplace, without any other details or even allegation that the TWU failed or refused in an arbitrary, grossly negligent or irresponsible fashion, to remedy problems brought to its attention. Indeed, no allegation is made by charging party that the TWU had knowledge of the alleged unsafe working conditions.

In his decision, the Director dismissed the charge upon the ground that it did not identify a charging party by name, address, and affiliation, if any, as required by §204.1(b)(1) of PERB's Rules of Procedure (Rules). The attorney excepts

to this decision upon the ground that he was never notified that the charge was deficient in this respect, while he was advised of other deficiencies.[2/]

We conclude that the charge was properly dismissed against the TA upon the ground that only a negotiating agent has standing to file a charge alleging a violation of §209-a.1(e) of the Act.[3/]. Although the representative of the charging party provided the names of two individuals as part of his exceptions to the Director's decision, he does not assert that either of these individuals has the authority to file an improper practice charge on behalf of the TWU, which is the duly authorized negotiating agent for the at-issue employees. Therefore, we affirm the Director's decision insofar as it dismisses the charge against the TA.

With respect to the charge against the TWU, having fully reviewed the original charge, the response to the Director's deficiency letter, and the exceptions to the Director's decision, it is our conclusion that, even if the attorney had timely supplied a sufficient identification of the

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[2/] In view of our holding in this case, it is not necessary for us to decide whether the Director's deficiency letter adequately apprised the charging party of this defect. Such notice is not, in any event, required by our Rules and practice before a defective charge can be dismissed.

[3/] CUNY and PSC/CUNY (Soffer), 20 PERB ¶3051 (1987).

charging party, as required by §204.1(b)(1) of our Rules, the charge remains deficient and should be dismissed. In the first instance, charging party has failed to amend its charge to allege a violation of §209-a.2(a) of the Act, and continues to allege a violation of §203 of the Act, which, as the Director held, is not cognizable as a basis for an improper practice charge. Secondly, even if a violation of §209-a.2(a) had been alleged, the charge would still be deficient, since it fails to set forth "a clear and concise statement of the facts constituting the alleged improper practice, including the names of the individuals involved in the alleged improper practice, the time and place of occurrence of each particular act alleged, and the subsections of §209-a of the Act alleged to have been violated" [Rules, §204.1(b)(3)]. Furthermore, the submission provided in response to the notice of deficiency provides no additional details concerning the allegations contained in the original charge, but, instead, makes new and different allegations, which themselves fail to meet the specificity requirements of our Rules.

Finally, with or without additional details, neither the charge nor the additional submission sets forth a claim which, if proven, would constitute a violation of §209-a.2(a) of the Act, since there is no claim that the TWU refused or failed, after being requested, to file, investigate, or

process grievances in a manner which was improperly motivated, grossly negligent or irresponsible.

Based upon the foregoing, it is our conclusion that the charging party representative's offer to name two individuals, in place of "Anonymous", as charging parties does not cure the deficiency of the charge with respect to the TA, since the individuals named have no standing to file a charge pursuant to §209-a.1(e) of the Act, and the remaining deficiencies of the charge with respect to the TWU would also not be cured by the naming of individual charging parties, because the charge substantively fails to allege a violation of §209-a.2(a) of the Act.

IT IS, THEREFORE, ORDERED that the charge be, and it hereby is, dismissed in its entirety.

DATED: October 13, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SAVONA FACULTY ASSOCIATION,

Charging Party,

-and- CASE NO. U-9166

SAVONA CENTRAL SCHOOL DISTRICT,

Respondent.

JOHN B. SCHAMEL, Field Representative, for Charging Party

R. WHITNEY MITCHELL, for Respondent

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Savona Faculty Association (Association) to a decision by an Administrative Law Judge (ALJ) which dismissed its charge against the Savona Central School District (District). The charge alleges that the District violated §§209-a.1(a), (c), (d) and (e) of the Public Employees' Fair Employment Act (Act) by reducing the duty-free time of a unit employee, Elizabeth Herrick, as a result of the filing of a grievance by the Association on her behalf. The grievance asserted that the size of Herrick's classes exceeded the maximum agreed upon between the parties in their collective bargaining agreement. In response to the grievance, the District split the classes and increased the number of classes to be taught by Herrick, thus reducing her unassigned time.

The ALJ dismissed so much of the charge as alleged a

violation of §§209-a.1(a) and (c) of the Act upon the ground that the reduction in Herrick's unassigned time and commensurate increase in her assigned duty time (in the form of one and one-half hours of additional class time during the workday per week) was implemented to remedy the class size grievance filed by the Association. Having found that the action taken constituted a remedy for, or minimization of the impact of, the matter which was the subject of Herrick's grievance, rather than a reprisal for filing the grievance, the ALJ concluded that §§209-a.1(a) and (c) of the Act had not been violated.

We find that the ALJ correctly applied the principles set forth in County of Nassau v. PERB, 103 A.D.2d 274, 17 PERB ¶7016 (2d Dep't 1984), County of Nassau, 16 PERB ¶4631 (1983), and other cases decided by this Board, and he acted within his discretion in making the findings of fact necessary to reach the conclusion that no improper motivation prompted the complained of action. Accordingly, we affirm the decision of the ALJ in this regard.

With respect to the Association's claims of violation of §§209-a.1(d) and (e) of the Act, it asserts that Herrick's unassigned time is in fact free time and that the parties' collective bargaining agreement does not cover the issue of free time.[1/]

[1/] The agreement does contain language concerning the provision of minimum amounts of "preparation" time. However, the ALJ concluded that preparation time is different from unassigned time, and that the collective bargaining agreement does not cover the issue. We concur.

The ALJ concluded, based upon the record before him, that the primary purpose of unassigned time is to perform work-related responsibilities which cannot be performed during assigned classroom periods, and that both unassigned and assigned time therefore together constitute "worktime". The ALJ further held that the use of worktime constitutes a management prerogative, subject only to the limitation that the duties assigned by the District constitute an inherent part of the employee's usual job functions, citing Norwich CSD, 14 PERB ¶3059 (1981), and that the issue of unassigned worktime was not covered by the contract. The ALJ accordingly dismissed the charge insofar as it alleges a violation of §209-a.1(d) and (e) of the Act.

We agree with the ALJ's finding that, under the facts of this case, unassigned time constitutes worktime, in that Herrick was expected to be available at the library for student visits, and to perform "library work, shelving books, ordering things, taking care of videos, taking care of AV equipment" (testimony of the District Superintendent). Herrick confirms in her testimony that during unassigned time she would work primarily on job-related duties, although she would sometimes conduct personal business.

It is our determination that the findings of fact made by the ALJ are fully supported by the record, and that changes in the assignment of duties during working time do not give rise to a violation of §§209-a.1(d) or (e) of the Act, since such

changes are a prerogative of management not otherwise covered by the parties' agreement.[2/] Even if this were not so, the record does not support the Association's claim that a change in past practice occurred when the change in the balance of unassigned and assigned time was made in Herrick's schedule, since it was not established that any consistent practice existed with respect to the amount or proportion of unassigned time allotted to teachers within the District.

Based upon the foregoing, the decision of the ALJ is affirmed and WE THEREFORE ORDER THAT the charge be, and it hereby is, dismissed in its entirety.

DATED: October 13, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

[2/] See Norwich CSD, supra, and cases cited therein.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

THOMAS C. BARRY,

Charging Party,

-and- CASE NO. U-9379

UNITED UNIVERSITY PROFESSIONS,

Respondent.

THOMAS C. BARRY, pro se

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

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Thomas C. Barry (charging party) from the dismissal of his charge that the United University Professions (respondent) violated §209-a.2(a) of the Public Employees' Fair Employment Act (Act). The charge arose out of a letter sent by the president-elect of a chapter of the respondent to the charging party and other nonmember agency fee payers. The letter offers reasons why nonmembers should join the union, including a statement that "you are paying 1% agency fee dues (like members)...." Charging party asserts that this statement is untrue, and that the issuance of an untrue statement which attempts to induce agency fee payers to join

a union violates §209-a.2(a) of the Act.[1/]

Section 208.3(a) of the Act, in fact, authorizes the deduction from nonmembers' wages of an agency fee in an amount "equivalent to the dues levied by such employee organization...." Since the membership dues of respondent equal 1% of salary, it is in fact true that respondent has the right to deduct an equal amount from the salaries of agency fee payers, as indicated in the letter complained of by charging party. The inaccuracy in the letter is one of omission, in that it fails to point out that agency fee payers who object to the use of their fees for "activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment" (§208.3(a) of the Act) are entitled to the return of their pro rata share of such expenditures upon demand. Accordingly, some agency fee payers (those who file objections), in fact, pay less than members, while those who do not object pay the same fee as members. The statement contained in the at-issue letter is therefore true for some agency fee payers, but not for others.

[1/]Section 209-a.2(a) makes it an improper practice for an employee organization to "deliberately (a) ... interfere with, restrain or coerce public employees in the exercise of the rights granted in" Section 202. Section 202 affords to public employees the right to "form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing."

The ALJ dismissed the charge upon the ground that the statement must not only be shown to be untrue, but must also have the effect of misleading a reasonable agency fee payer so as to interfere with the free exercise of his or her right to join or refrain from joining the employee organization. The ALJ found that it did not so mislead.

We find that the determination of the ALJ was correct. The mere act of issuing a statement which is not wholly accurate (or which is accurate only as to agency fee payers who do not file objections to the expenditure of their fees for political and ideological purposes only incidentally related to terms and conditions of employment), does not give rise to a violation of §209-a.2(a) of the Act,[2/] where, because of the statutory proviso and previous litigation affecting the respondent's agency fee procedure, a reasonable member of the class could not have been misled.

[2/] See Auburn Administrators Association, 11 PERB ¶3086 (1978), in which we held that a false statement made to a nonmember which misled him into believing that he "would have to join [the union] if he wanted to be fairly represented" (at 3142) constituted a violation of §209-a.2(a) of the Act. See also United Federation of Teachers, Local 2, 15 PERB ¶3103 (1982); United University Professions, 17 PERB ¶3061 (1984).

IT IS HEREBY ORDERED that the decision of the ALJ be affirmed, and the charge is accordingly dismissed in its entirety.

DATED: October 13, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WARSAW SUPPORT STAFF ASSOCIATION,
NEA/NY, NEA,

Petitioner,

-and- CASE NO. C-3203

WARSAW CENTRAL SCHOOL DISTRICT,

Employer.

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 Warsaw Support Staff Association, NEA/NY, NEA, 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 and part-time clerical staff including clerks, typists and secretaries; all regular full and part-time cafeteria staff, including cooks and food service helpers; all regular full and part-time maintenance staff, including cleaners and

custodians; all regular full and part-time bus drivers; all regular full and part-time teacher aides; all regular full and part-time teacher assistants; all regular full and part-time school nurses.

Excluded: All administrative staff; secretary to the superintendent; all certificated teachers in the district; Director of Transportation; Superintendent of Buildings and Grounds; Principals, Elementary and High School; Assistant Principal; Superintendent; Food Service Manager; District Clerk/Business Manager; Secretary to the High School Principal; Secretary to the Elementary School Principal.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Warsaw Support Staff Association, NEA/NY, NEA. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: October 13, 1987
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Walter L. Eisenberg

Walter L. Eisenberg, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

-and-

CASE NO. C-3252

COUNTY OF PUTNAM,

Employer,

-and-

NEW YORK STATE NURSES ASSOCIATION,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., 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-time (including temporary full-time) and part-time (including temporary part-time and per diem) employees licensed or otherwise lawfully entitled to practice as a registered professional nurse who perform registered professional nursing in nursing service, nursing education or nursing administration.

Excluded: Director of public health nursing, psychiatric nurses, nurses employed at the County Jail, and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: October 13, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SCOTIA-GLENVILLE TEACHERS' ASSOCIATION,

Petitioner,

-and- CASE NO. C-3263

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT,

Employer.

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 Scotia-Glenville Teachers' 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 teacher assistants, full-time and part-time.

Excluded: All other employees.

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FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Scotia-Glenville Teachers' Association. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: October 13, 1987
Albany, New York

Harold L. Newman
Harold R. Newman, Chairman

Walter L. Eisenberg
Walter L. Eisenberg, Member

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