

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

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

Petitioner,

-and-

CASE NO. C-3832

LINDENHURST UNION FREE SCHOOL DISTRICT,

Employer.

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NANCY E. HOFFMAN, GENERAL COUNSEL (PAUL S. BAMBERGER  
of counsel), for Petitioner

RAINS & POGREBIN, P.C. (CRAIG R. BENSON of counsel),  
for Employer

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to a decision by the Director of Public Employment Practices and Representation (Director). CSEA had petitioned to represent certain unrepresented school security personnel (guards) employed by the Lindenhurst Union Free School District (District) in either a separate unit or in an existing custodial unit, which it currently represents. After a hearing, the Director concluded that the guards were most appropriately included in an existing unit of aides, which is currently represented by the Aides League of Lindenhurst (League).<sup>1/</sup>

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<sup>1/</sup>The League did not intervene in the proceeding.

Approximately seventy percent of the employees in the existing aides unit are monitoring aides (monitors) whose duties are similar to the guards' duties.

After a hearing, the Director found that the guards shared a community of interest with the monitors who performed similar functions. Accordingly, he concluded that neither of the alternative units proposed by CSEA was most appropriate. Rather, he concluded that the guards should most appropriately be placed in the aides unit. He then dismissed CSEA's petition because no organization sought to represent a unit of guards and aides.

In its exceptions, CSEA renews the arguments made to the Director that either of its two proposed units is most appropriate. It also excepts to a statement by the Director that a union may only waive the period of unchallenged representation status with the employer's consent.

The District argues in its response that the Director's unit determination is correct, as is his finding regarding the waiver of the period of unchallenged representation status.

We affirm the Director's unit determination for the reasons stated in his opinion. As reflected therein, the guards and the monitors have a community of interest growing out of a close similarity of job functions and no reasonable likelihood of any bargaining conflicts.

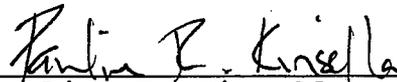
We do not reach the exception concerning a waiver of the period of unchallenged representation status because it is unnecessary. The Director's statement that the period of

unchallenged representation status may be waived only with both the union's and the employer's consent is dicta. The waiver issue would only have been relevant had we found that the guards were most appropriately added to CSEA's custodial unit, which is covered by a contract until June 1993. Having affirmed the Director's unit determination, waiver of the period of unchallenged representation status becomes immaterial to the disposition of the petition. Our affirmance of the Director's decision, however, does not necessarily mean that we agree with his statement regarding waiver of the period of unchallenged representation status.

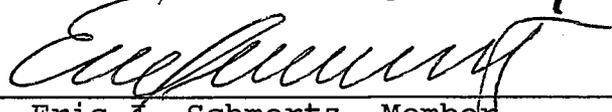
For the reasons set forth above, CSEA's exceptions are denied and the Director's decision is affirmed.

IT IS, THEREFORE, ORDERED that the petition must be, and it hereby is, dismissed.

DATED: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

**MARCUS WHITMAN CENTRAL SCHOOL DISTRICT,**

Employer/Petitioner,

-and-

CASE NO. C-3893

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**MARCUS WHITMAN CUSTODIAN AND MAINTENANCE  
ASSOCIATION, NYSUT, and MARCUS WHITMAN BUS  
DRIVERS ASSOCIATION, NYSUT, and MARCUS  
WHITMAN TEACHER AIDES ASSOCIATION, NYSUT,**

Intervenors.

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**BRENT D. COOLEY, for Employer/Petitioner**

**ROBERT G. SWAYZE, for Intervenors**

**BOARD DECISION AND ORDER**

This case comes to us on exceptions filed by the Marcus Whitman Central School District (District) to a decision by the Director of Public Employment Practices and Representation (Director). The District has filed petitions seeking to consolidate three separate units of noninstructional employees represented by the Marcus Whitman Custodian and Maintenance Association, NYSUT (Custodians Association), the Marcus Whitman Bus Drivers Association, NYSUT (Drivers Association) and the Marcus Whitman Teacher Aides Association, NYSUT (Aides Association) (collectively, Associations). The District also seeks to fragment the custodians unit by removing the title of head custodian from it.

After a hearing, the Director dismissed the petition. He found that there was not sufficient reason shown to disturb the existing unit structures. He denied the supervisory fragmentation on a finding that the head custodians neither exercised high-level supervisory authority nor had their supervisory authority been subverted by their inclusion in the custodians unit.

The District argues that the Director disregarded the statutory uniting criteria in §207.1 of the Public Employees' Fair Employment Act (Act) in refusing to consolidate the units and erred in refusing to fragment the head custodian title. The Associations argue in response that the Director's decision is correct and should be affirmed.

Having reviewed the record and considered the parties' arguments, we affirm the Director's decision.

The District's exceptions present us with nothing less than a full-scale challenge to all of our uniting standards as applied in the unit fragmentation or consolidation context. Without oversimplification, the District argues that §207.1 of the Act, properly applied, entitles it to the units which it alleges will best suit its purposes if otherwise consistent with those statutory uniting criteria.<sup>1/</sup> The units in issue were first

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<sup>1/</sup>Included among these claimed entitlements is a right to change existing units unilaterally. We denied public employers the power to change units unilaterally in County of Orange, 14 PERB ¶13060 (1981), and have no reason to reconsider that holding here.

recognized by the District in 1969 and they have continued unchanged since that date. In our application of the §207.1 uniting criteria, we have held consistently that such long-standing units should not be altered absent clear and compelling evidence of a need to do so.<sup>2/</sup> We had occasion recently in City of Buffalo<sup>3/</sup> to consider arguments much the same as those made here by the District. As we there explained, our decisions disfavoring the alteration of existing units are not inconsistent with any of the uniting standards set forth in §207.1 of the Act. The uniting standards are simply applied differently in the context of initial uniting than they are in either the unit fragmentation or consolidation context.

The District's main reason for wanting to consolidate these three units is its belief that time and money will thereby be saved in the preparation for and the conduct of negotiations, which then can be spent in the pursuit of its educational mission. This claim, however, lacks evidentiary support in the record. Indeed, it can be equally speculated that preparation and negotiation time would not be reduced by unit consolidation because the existing similarities or differences in the unit employees' terms and conditions of employment will not be affected by the structure of the unit they are in. To whatever

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<sup>2/</sup>State of New York, 22 PERB ¶3043 (1989) (fragmentation); Enlarged City School Dist. of the City of Amsterdam, 18 PERB ¶3054 (1985) (consolidation).

<sup>3/</sup>26 PERB ¶3001 (1993).

extent, however, that there is any validity to the District's assertions, it is not sufficient to justify a change in the long-standing unit structures.

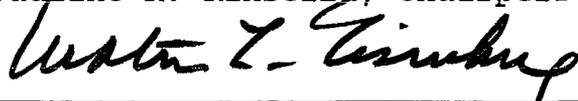
Our determination of the District's supervisory fragmentation request is controlled by City of Buffalo. We there denied a petition to fragment several different supervisory titles on a finding that the supervisors did not exercise high-level supervisory authority and had not had their supervisory authority subverted. The level of supervisory authority exercised by the head custodians is below that exercised by the supervisors in City of Buffalo and the alleged examples of supervisory subversion are less compelling in this case than they were in City of Buffalo. Having denied supervisory fragmentation in City of Buffalo, a fortiori, it would be inappropriate to do so here.

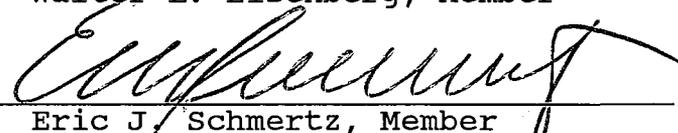
For the reasons set forth above, the District's exceptions are denied and the Director's decision is affirmed.

IT IS, THEREFORE, ORDERED that the petition must be, and hereby is, dismissed.

DATED: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

**BUFFALO TEACHERS FEDERATION, INC.,**

Charging Party,

-and-

CASE NO. U-11980

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**BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF BUFFALO,**

Respondent.

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In the Matter of

**BOARD OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF BUFFALO,**

Charging Party,

-and-

CASE NO. U-12107

**BUFFALO TEACHERS FEDERATION, INC.,**

Respondent.

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**ROBERT D. CLEARFIELD, GENERAL COUNSEL (ROBERT W.  
KLINGENSMITH, JR. of counsel), for Charging Party in  
Case No. U-11980 and Respondent in U-12107**

**HODGSON, RUSS, ANDREWS, WOODS & GOODYEAR (KARL W. KRISTOFF  
of counsel), for Respondent in U-11980 and Charging  
Party in U-12107**

BOARD DECISION AND ORDER

These cases are before us on exceptions filed by the Buffalo Teachers Federation, Inc. (Federation) to two rulings made by the assigned Administrative Law Judge (ALJ). Some background is necessary to place the ALJ's rulings and this appeal in proper context.

Case U-11980 is a charge filed by the Federation against the Board of Education of the City School District of the City of Buffalo (District). That charge has two parts, which were bifurcated for hearing. Testimony before the Director of Public Employment Practices and Representation (Director) was taken to conclusion on the first part, which concerns the District's refusal to execute a collective bargaining agreement after its legislative body had declined to ratify that agreement. A decision was rendered on that first part of U-11980 by the Director,<sup>1/</sup> which we affirmed in substantial part.<sup>2/</sup> Our decision in that respect was appealed to the Appellate Division, Fourth Department, which has recently confirmed our determination<sup>3/</sup>. The District's motion to the Appellate Division for permission to appeal to the Court of Appeals is pending. The Federation alleges in the second part of U-11980 that the District generally refused to bargain in good faith, a charge similar to the District's charge against the Federation in Case U-12107. The allegations in the second part of U-11980 and

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<sup>1/</sup>24 PERB ¶4521 (1991). The Director found that ratification had been waived by the misconduct of one of the District's negotiators.

<sup>2/</sup>24 PERB ¶3033 (1991). We reversed the Director only insofar as he found the conduct of the District's superintendent of schools to be improper.

<sup>3/</sup>Board of Educ. of the City School Dist. of the City of Buffalo v. PERB, \_\_\_ A.D.2d \_\_\_, 26 PERB ¶7002 (4th Dep't March 12, 1993).

all those in U-12107 were consolidated by the Director, who then assigned the cases to the ALJ.

By letter dated December 17, 1992, the ALJ declined to recuse herself<sup>4/</sup> and declined to stay the hearings on the charges. It is from these rulings that the Federation appeals.

Preliminarily, we note that appeals from interlocutory rulings by an ALJ may be heard only with our express authorization.<sup>5/</sup> The Federation, by its exceptions, seeks to compel a reassignment of the cases from the ALJ to the Director and a postponement of any necessary hearings until a final judicial decision is rendered on the appeal from our decision on the first part of U-11980. The relief sought by the Federation necessitates that we consider its exceptions at this time because completion of the hearings by the ALJ who is presently assigned will moot the Federation's exceptions.

The Federation would have us remove the assigned ALJ, not for anything she has done, but because the Director has already heard certain aspects of U-11980, which are arguably relevant to the consideration of the second part of that charge and parts of U-12107. Therefore, the Federation claims that the hearing process would be expedited if the Director were to continue as

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<sup>4/</sup>Rules of Procedure, §204.7(h)(1).

<sup>5/</sup>Rules of Procedure, §204.7(h)(2).

the presiding officer because the ALJ will have to rehear at least certain of the testimony taken by the Director.<sup>6/</sup>

The Federation's concern for the speed and the cost of any required hearings is not a basis for the recusal of an ALJ. The Federation's recusal motion would cause us to interfere with the Director's administrative decision to assign an ALJ to a case. We consider decisions of that type to rest within the Director's discretion. We should not disturb the exercise of that discretion except in circumstances of clear abuse, and we find no such circumstance here. The charges remaining for disposition are distinct from those already heard and determined. Although there may be certain overlaps in the proof already taken by the Director and that which might be taken by the assigned ALJ, we cannot say from that alone that the Director abused his discretion in assigning an ALJ to hear and determine the remaining aspects of the charges, particularly given that the parties and the assigned ALJ are in Buffalo and the Director is stationed in Albany.

The ALJ's decision to proceed to hearing before a final judicial decision is rendered on the first part of U-11980 is one similarly reserved to her discretion. The Appellate Division's decision, even if appealed, will not likely be dispositive of the allegations remaining for hearing. In that circumstance, and

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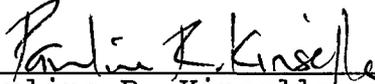
<sup>6/</sup>The ALJ, for example, has notified the parties that any necessary credibility resolutions will be made de novo based upon a record developed before her.

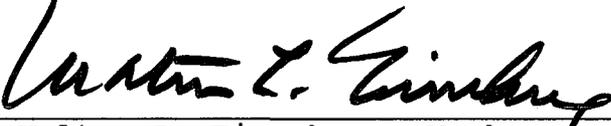
given that only the Federation seeks to postpone the hearings, we cannot say that the ALJ abused her discretion in deciding to proceed with the hearings.

Finding no clear abuse of discretion in either the Director's decision to reassign the cases to an ALJ or in the ALJ's declination to stay the hearings, we deny the Federation's exceptions.

IT IS, THEREFORE, ORDERED that the Federation's exceptions to the ALJ's rulings must be, and hereby are, denied.

DATED: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

**STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD**

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In the Matter of

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

Charging Party,

-and-

CASE NO. U-12033

**COUNTY OF NASSAU,**

Respondent.

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**NANCY E. HOFFMAN, ESQ., GENERAL COUNSEL (PAUL S. BAMBERGER  
of counsel), for Charging Party**

**BEE & EISMAN (DANIEL E. WALL of counsel), for Respondent**

**BOARD DECISION AND ORDER**

This case comes to us on exceptions filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to a decision by an Administrative Law Judge (ALJ). After a hearing, the ALJ dismissed CSEA's charge against the County of Nassau (County), which alleges that the County violated §209-a.1(a) and (d) of the Public Employees' Fair Employment Act (Act) when, in 1990, it changed its practice of permitting all school crossing guards (guards) to work, if they wanted, for four hours in the police precincts if the public schools were closed for Rosh Hashanah, a Jewish holiday. The ALJ dismissed the subsection (a) allegation for lack of proof.<sup>1/</sup> He dismissed the

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<sup>1/</sup>No exceptions have been taken to this aspect of the ALJ's decision.

unilateral change allegation on a finding that certain guards were not given an opportunity to work because there was no work needed. To the extent some guards were denied that opportunity for the reason found, the ALJ concluded that the decision was consistent with the County's managerial right not to create work for them.

CSEA argues in its exceptions that the ALJ erred factually in finding that employees were not assigned due to a lack of work and also erred in finding the alleged work assignment practice to be a nonmandatory subject of negotiation.

The County argues that the ALJ's decision is correct on all material conclusions of fact and law and should be affirmed.

Having reviewed the record and considered the parties' arguments, we affirm the ALJ's decision.

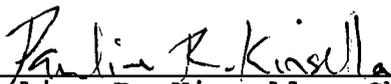
CSEA's exceptions are grounded upon the assertion that the ALJ found that the County's practice was to guarantee four hours of work to any guard who volunteered regardless of whether there was any work needed to be done. That, however, is not what the ALJ found. The portion of the decision cited by CSEA in its exceptions in this respect is merely the ALJ's summary of the testimony of CSEA's witness. The ALJ actually found that sufficient work was not available on the Rosh Hashanah holiday in 1990 for all of the guards who volunteered, and the record supports that conclusion. Our review of the record affords us no basis on which to conclude that the County's policy and practice

was to give all volunteers four hours of work regardless of whether there was work for them to do. As CSEA has not shown any change in the County's practice, its charge must be dismissed. It is unnecessary, therefore, to address the negotiability of alleged make-work assignments.

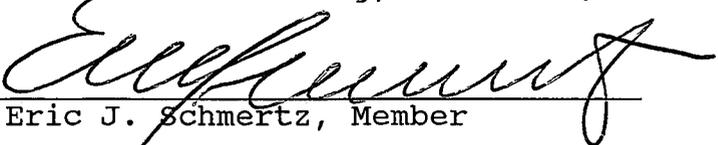
For the reasons set forth above, CSEA's exceptions are denied and the ALJ's decision is affirmed.

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

DATED: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter H. Eisenberg, Member

  
\_\_\_\_\_  
Eric J. Schmertz, Member

2E- 3/31/93

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

FELIX J. TORRES,

Charging Party,

-and-

CASE NO. U-13898

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

Respondent.

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FELIX J. TORRES, pro se

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Felix J. Torres to a decision by the Director of Public Employment Practices and Representation (Director) on a charge Torres filed against the Board of Education of the City School District of the City of New York (District) which alleges that the District violated §209-a.1(a) of the Public Employees' Fair Employment Act (Act). As understood by the Director,<sup>1/</sup> the charge represents Torres' attempt to appeal an adverse determination by the State Workers' Compensation Board. The Director dismissed the charge on the ground that there were no facts set forth which would evidence that the District violated §209-a.1(a) of the Act or that Torres' complaints were otherwise within our jurisdiction.

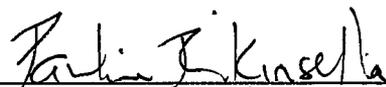
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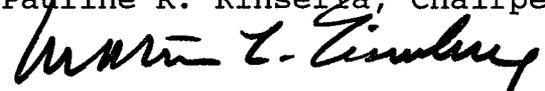
<sup>1/</sup>From our review of the allegations contained in the charge, we conclude that the Director's characterization of its substance and meaning is correct.

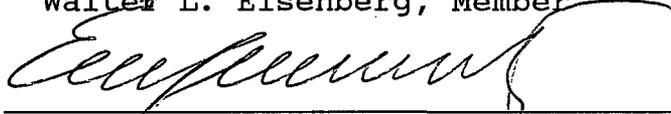
Torres' exceptions confirm that he is seeking only a review of the denial of his workers' compensation claim. Therefore, the exceptions must be denied and we affirm the Director's decision for the reasons set forth therein.

IT IS, THEREFORE, ORDERED that the charge must be, and it hereby is, dismissed.

DATED: March 31, 1993  
Albany, New York

  
\_\_\_\_\_  
Pauline R. Kinsella, Chairperson

  
\_\_\_\_\_  
Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

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

Petitioner,

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-and-

CASE NO. C-3968

**BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD,**

Employer.

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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,

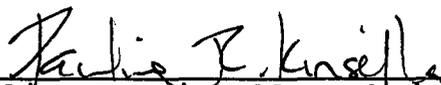
IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

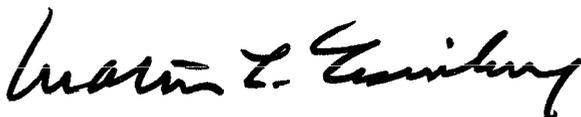
Unit: Included: All Waste Water Treatment Plant Operators,  
Mechanics and Maintainers.

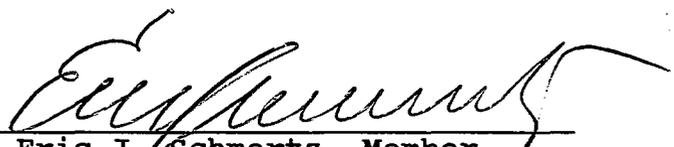
Excluded: All supervisory and temporary personnel, appointed personnel not subject to the provisions of the Civil Service law, Senior Sewage Plant Operator and Instrumentation Mechanic.

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: March 31, 1993  
Albany, New York

  
Pauline R. Kinsella, Chairperson

  
Walter L. Eisenberg, Member

  
Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 424,

Petitioner,

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-and-

CASE NO. C-3976

TOWN OF RIVERHEAD,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., LOCAL 1000, AFSCME, AFL-CIO,  
(TOWN OF RIVERHEAD),

Intervenor.

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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 (Town of Riverhead) 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.

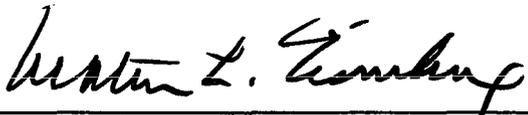
Unit: Included: Part-time and full-time employees of the Town of Riverhead.

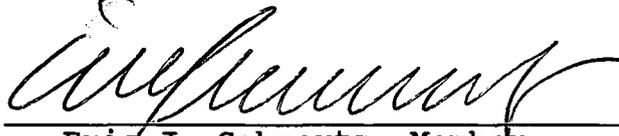
Excluded: All elected and appointed public officers, department heads, confidential employees and police officers.

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 (Town of Riverhead). 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: March 31, 1993  
Albany, New York

  
\_\_\_\_\_  
Pauline R. Kinsella, Chairperson

  
\_\_\_\_\_  
Walter L. Eisenberg, Member

  
\_\_\_\_\_  
Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AFSCME, AFL-CIO/NEW YORK STATE  
CLERKS ASSOCIATION,

Petitioner,

-and-

CASE NO. C-4003

STATE OF NEW YORK - UNIFIED COURT SYSTEM,

Employer,

-and-

NINTH JUDICIAL DISTRICT COURT EMPLOYEES  
ASSOCIATION,

Intervenor.

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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 Ninth Judicial District Court 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.

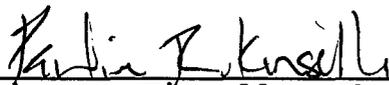
Unit: Included: Administrative Assistant, Administrative Services Clerk, Assistant Court Clerk JG-16, Assistant Court Clerk JG-18, Associate Court Clerk, Associate Court Attorney, Associate Court Attorney (Trial Part) to Acting Justice, Associate Law Clerk to Judge, Associate Surrogate's Court Clerk, Court Assistant, Court Attendant, Court Attorney-Trial Part, Court Attorney (Trial Part) to Acting Justice, Court Attorney (Trial Part) to Acting Justice PT, Court Attorney-Referee, Court Clerk, Court Reporter, Data Entry Clerk, Data Entry Control Clerk, Family Court Hearing Examiner Assistant, Law Clerk to Judge, Law Librarian, Law Library Clerk, Law Stenographer, Office Assistant, Office Stenographer, Office Typist, Office Typist PT, Office Typist HSAP, Principal Court Clerk, Principal Court Attorney, Principal Court Attorney (Trial Part) to Acting Justice, Principal Law Clerk to Judge, Principal Law Librarian, Principal Office Assistant, Principal Office Assistant CHND PROG, Principal Office Stenographer, Principal Office Typist, Security Supervisor COMP, Secretary, Secretary to Judge, Senior Court Attorney, Senior Court Attorney (Trial Part) to Acting Justice, Senior Court Clerk, Senior Court Officer JG-18, Senior Court Reporter, Senior Law Clerk to Judge, Senior Law Librarian, Senior Law Library Clerk, Senior Office Assistant, Senior Office Assistant HSAP, Senior Office Stenographer, Senior Office Typist, Senior Office Typist HSAP, Senior Office Machine Operator, Senior Secretary to Judge, Senior Surrogate's Court Clerk, Uniformed Court Officer.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Ninth Judicial District Court Employees 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: March 31, 1993  
Albany, New York

  
\_\_\_\_\_  
Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

30- 3/31/93

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 264,**

Petitioner,

-and-

CASE NO. C-4009

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY,**

Employer.

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**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 International Brotherhood of Teamsters, Local 264 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: Lieutenant and Sergeants NFTA Police.

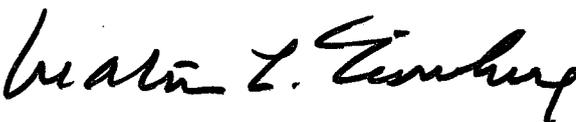
Excluded: All others employed by NFTA.

FURTHER, IT IS ORDERED that the above named public employer

shall negotiate collectively with the International Brotherhood of Teamsters, Local 264. 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: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

3F- 3/31/93

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

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

Petitioner,

-and-

CASE NO. C-4018

GANANDA CENTRAL SCHOOL DISTRICT,

Employer.

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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. AFSCME, Local 1000, 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.

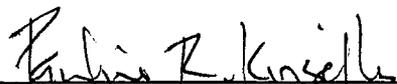
Unit: Included: All full-time and regularly scheduled part-time employees employed by the Employer in the following titles: Aide, Cafeteria Worker, Courier, Typist, Library Clerk, Study Hall Monitor, Cleaner, Summer Cleaner, Account

Clerk, Custodian, Head Custodian, Nurse, Micro Computer Laboratory Assistant, Library Audio Visual, Grounds Keeper, Maintenance Worker, Health Aide and Library Aide.

**Excluded:** All others, guards and M/C employees as designated by PERB, Cafeteria Manager, Director of Facilities, Stenographer and Senior Account Clerk.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc AFSCME, Local 1000, 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: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

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

Petitioner,

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-and-

CASE NO. C-4044

COUNTY OF ALBANY,

Employer.

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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 employees working more than 25 hours in the Albany County Department of Mental Health in the following titles: supv. social worker (except team leaders/coordinators), staff social worker, mental health assistant, clerk typist I, data entry clerk, intensive case manager, substance abuse counselor, substance abuse program development coordinator, staff psychologist, SAPP coordinator, SAPP asst. coordinator, VERSA director, vocational counselor, account clerk typist, housing coordinator, account clerk II, asst. CSS coordinator, mental health evaluator, security officer, secretary to SAC director (effective 8/15/93).

Excluded: Executive director, administrative program specialist, deputy director, medical director, adult team coordinator, child team coordinator, mobile crisis team coordinator, adult forensic coordinator, director of quality assurance, director of substance abuse services, alcoholism coordinator, CSS coordinator, medical doctor (M.D.), principal account clerk, budget analyst, program analyst, program specialist, conf. secretary, and all other employees.

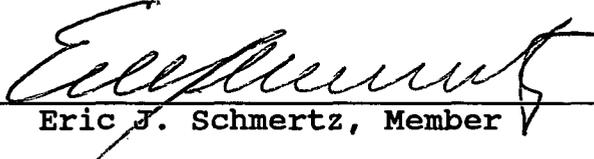
FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect 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: March 31, 1993  
Albany, New York

  
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Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

3G- 3/31/93

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 424, A DIVISION OF UNITED  
INDUSTRY WORKERS, DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4060

NORTH SHORE CENTRAL SCHOOL DISTRICT,

Employer.

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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,

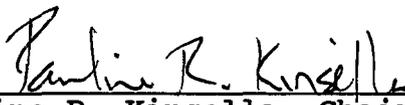
IT IS HEREBY CERTIFIED that the United Public Service Employees Union, Local 424, A Division of United Industry Workers, District Council 424 has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

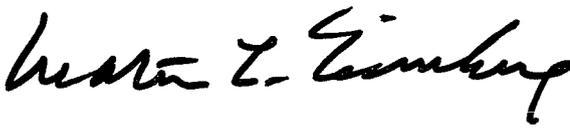
Unit: Included: All paraprofessionals, including monitors and teacher aides.

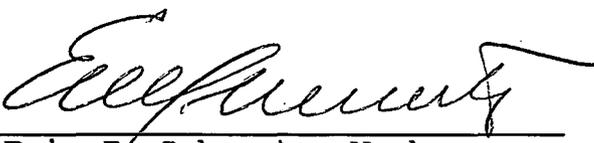
Excluded: All other employees (substitute monitors are excluded).

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union, Local 424, A Division of United Industry Workers, District Council 424. 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: March 31, 1993  
Albany, New York

  
\_\_\_\_\_  
Pauline R. Kinsella, Chairperson

  
\_\_\_\_\_  
Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

UNITED FEDERATION OF TEACHERS, LOCAL 2,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4062

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

Employer.

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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,

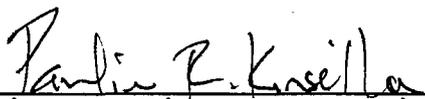
IT IS HEREBY CERTIFIED that the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

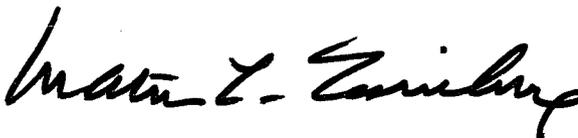
Unit: Included: Coordinator of School Security.

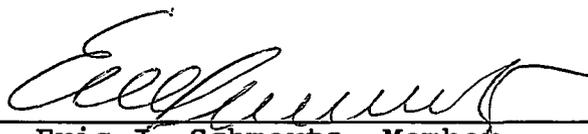
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Federation of Teachers, Local 2, American Federation of Teachers, 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: March 31, 1993  
Albany, New York

  
\_\_\_\_\_  
Pauline R. Kinsella, Chairperson

  
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Walter L. Eisenberg, Member

  
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Eric J. Schmertz, Member